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13

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SAN BERNARDINO**

16 **Antony Monterroso**, individually and on
17 behalf of all similarly situated individuals,
18
19 Plaintiff,

20 vs.

21 **Shiki Sushi, Teppan, Grill and Sport Bar,**
22 **Inc.**, a California corporation; **Shiki & Noodle**
23 **77 Restaurant Corp.**, a California corporation,
24 **Tim Nguyen**, an individual; and **Does 1-10**,
25 inclusive;
26
27 Defendants.
28

CASE NO. CIVSB2409818

[Assigned to Honorable David E. Driscoll,
Department S22]

CLASS ACTION

**JOINT STIPULATION OF
SETTLEMENT AND RELEASE OF
CLASS AND PAGA ACTION**

Case Filed: March 25, 2024
Trial Date: None set

1 This Joint Stipulation of Settlement and Release of Class and PAGA Action (“Agreement”
2 or “Settlement Agreement”) is made and entered into by and between Plaintiff Antony Monterroso
3 (“Plaintiff” or “Class Representative”), as an individual and on behalf of all others similarly
4 situated, and Defendants Shiki Sushi, Teppan, Grill and Sport Bar, Inc., Shiki & Noodle 77
5 Restaurant Corp., and Tim Nguyen, an individual (collectively “Defendants”). Plaintiff and
6 Defendants may be referred to herein as the “Parties,” singularly as a “Party,” or by their
7 designated names.

8 This Agreement is subject to the approval of the Court, pursuant to California Rules of
9 Court, Rule 3.769(c), (d) and (e), and is made for the sole purpose of attempting to consummate
10 settlement of the Action on a class-wide basis subject to the following terms and conditions.

11 This Settlement Agreement shall be binding on Plaintiff, the Settlement Class, and the
12 Aggrieved Employees, on the one hand, and Defendants, on the other hand, subject to the terms
13 and conditions hereof and the approval of the Court.

14 RECITALS

15 1. Plaintiff filed his complaint on March 25, 2023 against Defendants in the San
16 Bernardino County Superior Court. Plaintiff’s lawsuit, entitled *Antony Monterroso v. Shiki Sushi,*
17 *Teppan, Grill and Sport Bar, Inc., et al.*, Case Number No. CIVSB2409818 (“Action”), sets forth
18 the following class-wide causes of action: (1) failure to pay minimum wages; (2) failure to pay
19 overtime wages; (3) failure to provide meal periods or premium pay in lieu thereof; (4) failure to
20 provide rest periods or premium pay in lieu thereof; (5) failure to provide and maintain accurate
21 records; (6) failure to reimburse necessary business expenses; (7) PAGA Penalties; and (8)
22 Unlawful Business Practices, Cal. Bus. & Prof. Code §§ 17200, *et seq.*

23 2. Defendants deny all material allegations set forth in the Action and have asserted
24 numerous affirmative and other defenses in response to the Class, PAGA, and individual claims.
25 Defendants contend it has complied with the California Labor Code, the California Business &
26 Professions Code, the applicable IWC Wage Orders, and all other applicable California and
27 Federal law. Nonetheless, Defendants have concluded that further litigation would be protracted
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1 and expensive, and would also divert Defendant's resources away from its core mission.
2 Defendants have therefore concluded that it is desirable that the litigation be resolved upon the
3 terms and conditions set forth in this Stipulation.

4 3. Notwithstanding the foregoing and in the interest of avoiding further litigation, the
5 Parties desire to fully and finally settle all actual or potential class, individual, and PAGA claims
6 as pleaded in the operative Complaint or that could have been pleaded in the operative Complaint
7 and this Action.

8 4. This Settlement Agreement is made and entered into by and between Plaintiff
9 individually and on behalf of all other allegedly similarly situated Aggrieved Employees and
10 Settlement Class Members on the one hand, and Defendants on the other hand. This Settlement
11 Agreement is subject to the terms and conditions hereof, as well as the Court's approval. The
12 Parties expressly acknowledge that this Agreement is entered into solely for the purpose of
13 compromising disputed claims and that nothing herein is an admission of any liability or
14 wrongdoing by Defendants. If, for any reason the Settlement Agreement is not approved, it will
15 be of no force or effect, and the Parties shall be returned to their original respective positions.

16 5. The Parties agree to abide by the terms of the Settlement Agreement in good faith
17 and to support the Settlement Agreement fully and to use their best efforts to defend this
18 Settlement Agreement from any legal challenge, whether by appeal or collateral attack.

19 6. On March 25, 2025, the Parties participated in a full-day of mediation with Steve
20 Pearl (the "Mediator"), a well-respected mediator in the field of employment law and wage-and-
21 hour class actions. After a full-day of mediation, and two-days of further negotiations, the Parties
22 agreed to the principal terms of a class action and PAGA settlement and entered into a
23 Memorandum of Agreement ("MOA") setting forth those terms, which have now been expanded
24 upon in this Stipulation.

25 7. Class Counsel conducted a significant investigation during the prosecution of the
26 Action. This investigation included, among other things, (a) numerous telephonic and Zoom
27 conferences with Plaintiff; (b) inspection and analysis of numerous payroll and policy documents
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1 and other information produced by Plaintiff and Defendants; (c) analysis of the legal positions
2 taken by Defendants; (d) investigation into the viability of class treatment of the claims asserted
3 in the Action; (e) analysis of potential class-wide damages, including information sufficient to
4 understand Defendant's potential defenses to Plaintiff's claims; (f) research of the applicable law
5 with respect to the claims asserted in the Action and the potential defenses thereto; (g) assembling
6 and analyzing of data for calculating damages; (h) conducted telephonic conferences with
7 potential witnesses; and (i) hired the services of an expert to analyse and prepare Defendant's
8 exposure.

9 8. The extensive formal and informal discovery conducted in this matter, as well as
10 discussions between counsel, have been adequate to give the Class Representative and Class
11 Counsel a sound understanding of the merits of their positions and to evaluate the risks of
12 continued litigation and the value of the Settlement Class's claims. The formal discovery and
13 investigation conducted in this Action and the information exchanged by the Parties through
14 discovery and settlement discussions are sufficient to reliably assess the merits of the Parties'
15 respective positions and to compromise the issues on a fair and equitable basis.

16 9. The settlement discussions before, during, and after mediation were conducted at
17 arm's length and the settlement of the Action is the result of an informed and detailed analysis of
18 Defendant's potential liability in relation to the costs and risks associated with continued
19 litigation.

20 10. Plaintiff and Class Counsel believe that the claims, causes of action, allegations,
21 and contentions asserted in the Action have merit. However, Plaintiff and Class Counsel recognize
22 and acknowledge the expense and delay of continued lengthy proceedings necessary to prosecute
23 the Action against Defendants through trial and appeals. Class Counsel has taken into account: 1)
24 the uncertain outcome of the litigation; 2) the risk of continued litigation in complex actions such
25 as this lawsuit; 3) the difficulties and delays inherent in such litigation; 4) the potential difficulty
26 of obtaining certification of the Action; and 5) the potential risk of trying the claims of the class.
27 Class Counsel is mindful of the potential problems of proof under, and possible defenses to, the
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1 claims alleged in the Action and litigation of those claims on a class-wide basis.

2 11. Class Counsel believes that the Settlement set forth in this Settlement Agreement
3 confers substantial benefits upon Plaintiff and the Class Members, and that an independent review
4 of this Settlement Agreement by the Court in the approval process will confirm this conclusion.
5 Based on their own independent investigation and evaluation, Class Counsel has determined that
6 the Settlement set forth in the Stipulation is in the best interests of Plaintiff and the Class Members.

7 12. Based on the data and documents produced during formal and informal discovery
8 and in response to Plaintiff's Labor Code sections 226 and 1198.5 records request, Class Counsel's
9 own independent investigation and evaluation, and the Mediator's efforts, Class Counsel believes
10 that Plaintiff's settlement with Defendants for the consideration provided and on the terms set
11 forth in this Settlement Agreement is fair, reasonable, and adequate, and is in the best interest of
12 the Class Members in light of all known facts and circumstances, including the risk of significant
13 delay and uncertainty associated with litigation, various defenses asserted by Defendants, the
14 contested legal and factual issues involved, and potential appellate issues.

15 DEFINITIONS

16 The following definitions are applicable to this Settlement Agreement. Definitions
17 contained elsewhere in this Settlement Agreement will also be effective:

18 13. "Action" means *Antony Monterroso v. Shiki Sushi, Teppan, Grill and Sport Bar,*
19 *Inc., et. al*, San Bernardino County Case Number No. CIVSB2409818.

20 14. "**Aggrieved Employees**" means those Class Members who worked for Defendants
21 within the **PAGA Period**.

22 15. "**Class Counsel's Fees and Costs**" means attorneys' fees agreed upon by the
23 Parties and approved by the Court for Class Counsel's litigation and resolution of this Action.
24 Class Counsel's Fees and Costs shall include all costs incurred and to be incurred by Class Counsel
25 in the Action, including, but not limited to, costs associated with documenting the Settlement,
26 securing the Court's approval of the Settlement, responding to any objections to the settlement
27 and appeals arising therefrom, administering the Settlement, and obtaining entry of a Judgment
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1 terminating this Action, and expenses for any experts. Class Counsel will request attorneys' fees
2 not in excess of one-third of the Maximum Settlement Amount (*i.e.*, up to Two-Hundred Twenty-
3 Five Thousand Dollars and Zero Cents (\$225,000.00)). The Class Counsel's Fees and Costs will
4 also mean and include the additional reimbursement of Class Counsel's actual reasonable costs
5 incurred in connection with Class Counsel's litigation and settlement of the Action, up to Twenty-
6 Five Thousand Dollars and Zero Cents (\$25,000.00), subject to the Court's approval. Defendants
7 agree not to oppose Class Counsel's request for fees and reimbursement of costs as set forth above.

8 16. **"Settlement Administrator"** means a third-party class action settlement claims
9 administrator selected by the Parties and approved by the Court for purposes of administering this
10 Settlement. The Parties each represent that they will not select a Settlement Administrator in
11 which either Party has any financial interest or other relationship that could create a conflict of
12 interest.

13 17. **"Settlement Administration Costs"** means the costs payable from the Maximum
14 Settlement Amount to the Settlement Administrator for administering this Settlement, including,
15 but not limited to, printing, distributing, and tracking documents for this Settlement, calculating
16 estimated amounts per Class Member, tax reporting, distributing the appropriate settlement
17 amounts, and providing necessary reports and declarations, and other duties and responsibilities
18 set forth herein to process this Settlement, and as requested by the Parties. The Settlement
19 Administration Costs will be paid from the Maximum Settlement Amount and shall not exceed
20 \$15,000.

21 18. **"Class Counsel"** means Elliot J. Siegel of King & Siegel LLP and Michael Y.
22 Yadegaran of Avenue Law, APC.

23 19. **"Class List"** means a complete list of all Class Members that Defendants will
24 diligently and in good faith compile from their records and provide to the Settlement
25 Administrator within 5 calendar days after Preliminary Approval of this Settlement. The Class
26 List will be formatted in a readable Microsoft Office Excel spreadsheet and will include, to the
27 extent in the possession of Defendants or its agents, Class Members' names; last-known addresses;
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1 last-known telephone numbers; last-known email address; social security numbers; start dates of
2 employment; end dates of employment; number of weeks worked by each Class Member during
3 the Class Period; the number of pay periods worked by each Aggrieved Employee during the
4 PAGA Period.

5 20. “**Class Member(s)**” or “**Settlement Class**” or the “**Class**” means “*All persons who*
6 *were non-exempt hourly employees of Defendants in California from March 25, 2020 through*
7 *March 27, 2025.*” Based on a review of Defendant’s records, Plaintiff calculates that there are
8 approximately 385 Class Members who were employed for no more than 18,524 recorded weekly
9 work periods during the Class Period, which corresponds to approximately 13,247 actual
10 workweeks.

11 21. “**Class Period**” means the period from March 25, 2020 to *March 27, 2025*.
12 Defendants have represented that there are less than 385 Class Members who were employed for
13 no more than 18,524 recorded weekly work periods during the Class Period, which Plaintiff
14 calculates corresponds to approximately 13,247 actual workweeks. Plaintiff has relied upon these
15 material representations regarding the number of Class Members and weekly work periods in
16 entering into this MOU. Should the number of Settlement Class Members or recorded weekly
17 work periods increase, the GSA shall increase by 1% for each percentage increase over this
18 representation.

19 22. “**Class Representatives**” means Plaintiff Antony Monterroso who will seek to be
20 appointed as the representative for the Settlement Class.

21 23. “**Class Representative Enhancement Payment**” means the amounts to be paid to
22 Plaintiff in recognition of his efforts and work in prosecuting the Action on behalf of Class
23 Members and negotiating the Settlement. Defendants agree not to dispute that the Class
24 Representative will be paid, subject to Court approval, up to Fifteen Thousand Dollars and Zero
25 Cents (\$15,000.00) from the Maximum Settlement Amount for his services on behalf of the class,
26 subject to the Court granting Final Approval of this Settlement Agreement and subject to the
27 exhaustion of any and all appeals. Should the Court reduce the Class Representative Enhancement
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1 Payment, any such reduction shall revert to the Net Settlement distributed to Participating Class
2 Members.

3 24. “**Court**” means the Superior Court of California, County of San Bernardino.

4 25. “**Defendants**” means Shiki Sushi, Teppan, Grill and Sport Bar, Inc., Shiki &
5 Noodle 77 Restaurant Corp., and Tim Nguyen.

6 26. “**Effective Date**” means the date on which the settlement embodied in this
7 Settlement Agreement shall become effective and is the date after all of the following events have
8 occurred: (i) this Settlement Agreement has been executed by Plaintiff and Defendants; (ii) the
9 Court has given Preliminary Approval to the Settlement, including approving a provisional
10 Settlement Class; (iii) notice has been given to the putative members of the Settlement Class,
11 providing them with an opportunity to object to the terms of the Settlement or to opt-out of the
12 Settlement; and (iv) *either* (1) the Court has held a formal fairness hearing and, having heard no
13 objections to the Settlement, has given Final Approval to the Settlement, including entering a final
14 order and judgment certifying the Class and approving this Settlement Agreement; or (2) in the
15 event there are oral or written objections filed prior to or at the formal fairness hearing which are
16 not later withdrawn or denied, the later of the following events: (a) five (5) business days after the
17 period for filing any appeal, writ, or other appellate proceeding opposing the Court’s Final
18 Approval of the Settlement have elapsed without any appeal, writ, or other appellate proceeding
19 having been filed; or (b) five (5) business days have elapsed following the final and conclusive
20 dismissal or resolution of any appeal, writ, or other appellate proceeding opposing the Settlement,
21 with no right to pursue further appellate remedies or relief.

22 27. “**Individual Class Payment**” means each Participating Class Member’s share of
23 the Net Settlement Amount, to be distributed to the Class Members who do not submit a valid
24 Request for Exclusion, to be paid without the need to submit a claim.

25 28. “**Individual PAGA Payment**” means each Aggrieved Employee’s pro rata share
26 of the 25% of the Labor and Workforce Development Agency Payment allocated to the Aggrieved
27 Employees. Aggrieved Employees will receive their Individual PAGA Payment regardless of
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1 whether they submit a valid Request for Exclusion.

2 29. **“Labor and Workforce Development Agency Payment”** means the amount that
3 the Parties have agreed that Defendants will pay in connection with Plaintiff’s Labor Code Private
4 Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”)) cause of action. The
5 Parties have agreed that Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) of the
6 Maximum Settlement Amount will be allocated to the resolution of the Aggrieved Employees’
7 claims arising under PAGA (“PAGA Settlement Amount”). Pursuant to PAGA, Seventy-Five
8 Percent (75%), or Fifty- Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$56,250.00),
9 of the PAGA Settlement Amount will be paid to the California Labor and Workforce Development
10 Agency (“LWDA”), and Twenty-Five Percent (25%), or Eighteen-Thousand Seven Hundred Fifty
11 Dollars and Zero Cents (\$18,750.00), of the PAGA Settlement Amount will be paid to the Class
12 Members, as allegedly Aggrieved Employees, as part of the Net Settlement Amount.

13 30. **“Maximum Settlement Amount”** means the maximum settlement amount of Six-
14 Hundred Seventy-Five Thousand Dollars and Zero Cents (\$675,000.00) to be paid by Defendants
15 in full satisfaction of all claims arising from the Action. The Maximum Settlement Amount shall
16 include all Individual Class Payments to Participating Class Members, Individual PAGA
17 Payments, the Class Representative Enhancement Payment, Settlement Administration Costs to
18 the Settlement Administrator, the Labor and Workforce Development Agency Payment, and the
19 Class Counsel’s Fees and Costs. Defendants agree that it is responsible for employer-side payroll
20 taxes, which are not included in the Maximum Settlement Amount and are to be paid in addition
21 to the Maximum Settlement Amount. The Maximum Settlement Amount is non-reversionary.

22 31. **“Net Settlement Amount”** means the portion of the Maximum Settlement Amount
23 remaining after deduction of the approved Class Representative Enhancement Payment,
24 Settlement Administration Costs, Labor and Workforce Development Agency Payment, and Class
25 Counsel’s Fees and Costs. The Net Settlement Amount will be distributed to Participating Class
26 Members and Individual PAGA Payment.

27 32. **“Notice of Objection”** means a Class Member’s valid and timely written objection
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1 to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the
2 objector's full name, signature, address, telephone number, and the last four digits of the
3 objector's social security number, (b) the dates the objector was employed by Defendants in
4 California, (c) a written statement of all grounds for the objection accompanied by any legal
5 support for such objection, and (d) copies of any papers, briefs, or other documents upon which
6 the objection is based.

7 33. "Notice Packet" or "Notice" means the Notice of Class Action Settlement and
8 Share Form, substantially in the form attached as **Exhibit A**.

9 34. "PAGA Period" shall run from March 25, 2023, to *March 27, 2025*.

10 35. "Parties" means Plaintiff and Defendants, collectively.

11 36. "Participating Class Members" means all Class Members who do not submit
12 valid and timely Requests for Exclusion.

13 37. "Plaintiff" or "Named Plaintiff" or "Class Representative" means Antony
14 Monterroso.

15 38. "Preliminary Approval" means the Court order granting preliminary approval of
16 the Settlement in an order in substantially the same form as the order attached as **Exhibit B**.

17 39. "Final Approval" means the Court granting final approval of the Settlement and
18 entering final judgement in an order in substantially the same form as the order attached as **Exhibit**
19 **C**.

20 40. "Released Claims" means those claims asserted in the Complaint or that
21 reasonably could have been alleged based on the factual allegations contained in the operative
22 complaint or LWDA letter, including but not limited to all of the following claims for relief: (1)
23 failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal
24 periods or premium pay in lieu thereof; (4) failure to provide rest periods or premium pay in lieu
25 thereof; (5) failure to provide and maintain accurate records; (6) failure to reimburse necessary
26 business expenses; (7) PAGA Penalties; and (8) Unlawful Business Practices. It is the intent of
27 the Parties that the judgment entered by the Court upon Final Approval of the Settlement shall
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1 have *res judicata* and/or collateral estoppel effect and be final and binding upon Plaintiff and all
2 Participating Class Members regarding all of the Released Claims. The Release will only take
3 effect upon the latter of the Effective Date and full funding of the MSA by Defendants.

4 41. “**Release Period**” means the period from March 25, 2020 to *March 27, 2025*.

5 42. “**Released PAGA Claims**” means the release of claims by Aggrieved Employees
6 for civil penalties under PAGA asserted in the Complaint or LWDA letter, or that could have
7 reasonably been alleged based on the factual allegations contained in the Operative Complaint
8 and PAGA Notice. The Released PAGA Claims shall be release through the PAGA Release
9 Period. No Aggrieved Employee may opt out of the PAGA Release and will be bound by this
10 Release regardless of whether they cash their Individual PAGA Payment. The Release will only
11 take effect upon the latter of the Effective Date and full funding of the MSA by Defendants.

12 43. “**PAGA Release Period**” means the period from March 25, 2023 to *March 27,*
13 *2025*.

14 44. “**Released Parties**” shall mean each Defendant, and their officers and owners, as
15 applicable.

16 45. “**Request for Exclusion**” means a timely letter submitted by a Class Member
17 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) be
18 signed by the Class Member; (b) contain the name, address, telephone number, and the last four
19 digits of the Social Security Number of the Class Member requesting exclusion; (c) clearly state
20 that the Class Member received the Notice, does not wish to participate in the Settlement, and
21 wants to be excluded from the Settlement; (d) be returned by first class mail or equivalent to the
22 Settlement Administrator at the specified address; and, (e) be postmarked on or before the
23 Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive
24 means to determine whether a Request for Exclusion has been timely submitted. A Class Member
25 who does not request exclusion from the Settlement will be deemed a Participating Class Member
26 and will be bound by all terms of the Settlement, if the Settlement is granted Final Approval by
27 the Court.
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1 46. **“Response Deadline”** means the deadline by which Class Members must postmark
2 to the Settlement Administrator valid Share Forms, Requests for Exclusion, or file and serve
3 objections to the Settlement. The Response Deadline will be 30 calendar days from the initial
4 mailing of the Notice Packet by the Settlement Administrator, unless the 30th day falls on a
5 Sunday or federal holiday, in which case the Response Deadline will be extended to the next day
6 on which the U.S. Postal Service is open. The Response Deadline for Objections or Requests for
7 Exclusion will be extended fifteen (15) calendar days for any Class Member who is re-mailed a
8 Notice Packet by the Settlement Administrator, unless the 15th day falls on a Sunday or federal
9 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
10 Postal Service is open. The Response Deadline may also be extended by express agreement
11 between Class Counsel and Defendants. Under no circumstances, however, will the Settlement
12 Administrator have the authority to extend the deadline for Class Members to submit a Request
13 for Exclusion, or objection to the Settlement other than as provided herein.

14 47. **“Settlement”** or **“Stipulation”** means the Parties’ agreement to resolve the Action
15 on terms and conditions as set forth in this Settlement Agreement.

16 48. **“Workweeks”** means the number of weeks worked by each Class Member as a
17 non-exempt employee during the Class Period. Workweeks are determined by calculating the
18 number of days each Class Member worked during the Class Period and dividing by seven (7).
19 Partial workweeks will not be counted, meaning incomplete workweeks will be rounded down;
20 however, a Class Member who worked only one day during the Class Period will be credited with
21 having worked one Workweek for purposes of the Settlement.

22 **CLASS CERTIFICATION**

23 49. Solely for purposes of settling the Action, the Parties stipulate and agree that the
24 requisites for establishing class certification with respect to the Settlement Class have been met
25 and are met. If the Settlement is not approved by the Court, Defendants retain all rights and
26 opportunities to contest class certification on all issues in the Action. More specifically, the Parties
27 stipulate and agree for purposes of this Settlement only that:
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1 a. The Settlement Class is ascertainable and so numerous as to make it impracticable
2 to join all Class Members;

3 b. There are common questions of law and fact including, but not limited to, the
4 following:

5 i. Whether Defendants have a common policy and/or practice of
6 rounding non-exempt employees' time records to the detriment of those employees;

7 ii. Whether Defendants unlawfully and/or willfully failed to
8 compensate Plaintiff and Class Members at a minimum wage for all hours worked as a result of
9 its rounding policies;

10 iii. Whether Defendants unlawfully and/or willfully failed to
11 compensate Plaintiff and Class Members required overtime wages as a result of its rounding
12 policies;

13 iv. Whether Defendants have a common policy and/or practice by
14 which they implemented an "auto-deduct" of 30 minutes for employees for meal periods
15 regardless of whether employees took a meal period or its actual length;

16 v. Whether Defendant's auto-deduct policy and practice unlawfully
17 deprives employees of wages earned;

18 vi. Whether Defendants had a common policy and/or practice of
19 depriving Plaintiff and Class Members of compliant, off-duty meal and/or rest periods;

20 vii. Whether Defendants unlawfully and/or willfully deprived Plaintiff
21 and Class Members of compliant, off-duty meal and/or rest periods;

22 viii. Whether Defendants paid Plaintiff and Class Members all required
23 premium wages for non-compliant meal and/or rest periods;

24 ix. Whether Defendants had a common policy and/or practice of
25 failing to maintain accurate payroll records in the State of California;

26 x. Whether Defendants paid Plaintiff and Class Members all business
27 expenses incurred in the discharge of their duties;

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1 xi. Whether Defendants unlawfully and/or willfully failed to maintain
2 accurate payroll records in the State of California;

3 xii. Whether Defendants had a policy and/or practice of failing to
4 provide accurate wage statements reflecting hours worked and wages earned to Plaintiff and
5 Class Members;

6 xiii. Whether Defendants unlawfully and/or willfully failed to provide
7 accurate wage statements reflecting hours worked and wages earned to Plaintiff and Class
8 Members;

9 xiv. Whether Defendants had a policy and/or practice of failing to
10 timely pay wages during employment in violation of Labor Code §§ 204, 210.

11 xv. Whether Defendants had a policy and/or practice of failing to pay
12 Plaintiff and Class Members final wages owed upon termination;

13 xvi. Whether Defendants unlawfully and/or willfully failed to
14 promptly pay compensation due to Plaintiff and Class Members upon termination of
15 employment in violation of Labor Code §§ 201, 202, and 203;

16 xvii. Whether Plaintiff and Class Members sustained damages as a
17 result of any of the aforementioned violations, and, if so, the proper measure of those damages,
18 including interest, penalties, costs, attorneys' fees, and equitable relief;

19 xviii. Whether Defendants violated the Unfair Competition Law, Cal.
20 Bus. & Prof. Code § 17200, et seq., by violating the above provisions of law; and

21 xix. Whether Defendants violated the Unfair Competition Law, Cal.
22 Bus. & Prof. Code § 17200, et seq., by treating Plaintiff and Class Members unfairly by
23 depriving them of rest and/or meal periods, failing to provide them with compensation in lieu of
24 meal and/or rest periods, failure to reimburse for business expenses incurred in the discharge of
25 their duties, failing to pay wages upon termination, failing to furnish accurate and timely
26 itemized wage statements upon payment of wages, and failing to pay all compensation due upon
27 discharge.
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1 c. That the Class Representative's claims are typical of the claims of the members of
2 the Settlement Class.

3 d. That the Class Representative and Class Counsel will fairly and adequately protect
4 the interests of the Settlement Class.

5 e. That the prosecution of separate actions by individual members of the Settlement
6 Class would create the risk of inconsistent or varying adjudications, which would establish
7 incompatible standards of conduct.

8 f. That questions of law and fact common to the members of the Settlement Class
9 predominate over any questions affecting any individual member in such Class, and that a class
10 action is superior to other available means for the fair and efficient adjudication of the controversy.

11 g. The Parties agree that this stipulation regarding class certification is for the sole
12 purpose of facilitating settlement approval. Should the Court ultimately deny settlement approval,
13 the Parties agree that Defendants maintain and have the right to contend that class certification,
14 for all the issues enumerated herein, is improper based upon all defenses available to Defendants
15 prior to execution of this Stipulation.

16 **TERMS OF AGREEMENT**

17 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements
18 set forth herein, the Parties agree, subject to the Court's approval, as follows:

19 50. Funding of the Maximum Settlement Amount. Within five (5) calendar days after
20 the Effective Date, the Settlement Administrator will provide the Parties with an accounting of
21 the amounts to be paid by Defendants pursuant to the terms of the Settlement. Within ten (10)
22 days of receiving the final accounting of funds by the Settlement Administrator, Defendants will
23 make the required deposit of the Maximum Settlement Amount in the amount of \$675,000
24 ("Maximum Settlement Amount");¹

25
26 ¹ This payment shall be deposited into a Qualified Settlement Fund to be established by
27 the Settlement Administrator to be held in trust pending final approval of this Settlement. Should
28 final approval of this settlement not be granted for any reason, Defendants shall be entitled to
return of this deposit within 30 days of such event.

1 51. Within five calendar days of the funding of the Maximum Settlement Amount, the
2 Settlement Administrator will issue payments to: (a) Class Representative; (b) Class Counsel; (c)
3 the Participating Class Members; (d) the Labor and Workforce Development Agency; and (e) the
4 Settlement Administrator.

5 52. Class Counsel's Fees and Costs. Defendants agree not to oppose or impede any
6 application or motion by Class Counsel for Class Counsel's Fees and Costs of up to one-third of
7 the Maximum Settlement Amount, or \$225,000.00, plus the reimbursement of actual reasonable
8 costs and expenses incurred in connection with Class Counsel's litigation and settlement of the
9 Action, up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000), both of which will be
10 paid from the Maximum Settlement Amount.

11 53. Class Representative Enhancement Payment. In recognition of his efforts and work
12 in prosecuting the Action on behalf of Class Members and the Aggrieved Employees and in
13 negotiating the Settlement, Defendants agree not to oppose or impede any application or motion
14 for a Class Representative Enhancement Payment of up to a total of Fifteen-Thousand Dollars and
15 Zero Cents (\$15,000.00) to the Class Representative, subject to the Court's approval. The Class
16 Representative Enhancement Payment, which will be paid from the Maximum Settlement
17 Amount, is in addition to the payment to which he is entitled as Settlement Class Member or is
18 entitled to as part of Plaintiff's Individual Class Payment. The Class Representative shall be bound
19 by a complete Section 1542 release and waiver of all claims known and unknown, without
20 exception, against the "Released parties", except as may be prohibited by law. The Release will
21 only become effective upon the funding of the Gross Settlement Amount by Defendants.

22 54. Settlement Administration Costs. The Settlement Administrator will be paid for the
23 reasonable costs of administration of the Settlement and distribution of payments from the
24 Maximum Settlement Amount, which is capped at no more than \$15,000.00. These costs, which
25 will be paid from the Maximum Settlement Amount, will include, for instance, costs incurred for
26 the required tax reporting on the Individual Class Payments, the issuing of W-2 and 1099 IRS
27 Forms, distributing the Notice Packet, calculating Class Members' workweeks, and calculating
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1 and distributing the Maximum Settlement Amount and Class Counsel's Fees and Costs, and
2 providing necessary reports and declarations.

3 55. Labor and Workforce Development Agency Payment. Subject to Court approval,
4 the Parties agree that the amount of Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00)
5 of the Maximum Settlement Amount will be designated for satisfaction of Plaintiff's and Class
6 Members' PAGA claims. Pursuant to PAGA, Seventy-Five Percent (75%), or Fifty-Six Thousand
7 Two Hundred Fifty Dollars and Zero Cents (\$56,250.00), will be paid to the LWDA, and Twenty-
8 Five Percent (25%), or Eighteen-Thousand Seven Hundred Fifty Dollars and Zero Cents
9 (\$18,750.00), will be distributed to allegedly Aggrieved Employees. Class Counsel shall be
10 responsible for giving any required notice of this Settlement to the LWDA.

11 56. Net Settlement Amount. "Net Settlement Amount" shall mean the Maximum
12 Settlement Amount *minus* Settlement Administration Costs, Class Counsel's Fees and Costs,
13 Class Representative Enhancement Payment, the portion of the Labor and Workforce
14 Development Agency Payment that will be paid to the LWDA, and Individual PAGA Payment.

15 57. Settlement Administration Cost Decreases. Any portion of the estimated or
16 designated Settlement Administration Costs which are not required to fulfill the total Settlement
17 Administration Costs will become part of the Net Settlement Amount.

18 58. Individual Class Payment and Individual PAGA Payment Calculations. Individual
19 Class Payments will be calculated and apportioned from the Net Settlement Amount based on the
20 Workweeks a Participating Class Member worked during the Class Period. Individual PAGA
21 Payments will be separately calculated and apportioned from the portion of the PAGA amount
22 intended for Aggrieved Employees. Specific calculations of Individual Class Payments and
23 Individual PAGA Payments will be made as follows:

24 a. The Settlement Administrator will calculate the number of Workweeks per
25 Participating Class Member during the Class Period based on records in Defendant's
26 possession, custody, or control. Workweeks are determined by identifying each week an
27 employee actually worked based on Defendant's timekeeping and/or payroll data. A Class
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1 Member who worked only one day during the Class Period will be credited with having
2 worked one Workweek for purposes of the Settlement.² Partial workweeks will not be
3 counted, meaning incomplete workweeks will be rounded down.

4 b. The Settlement Administrator will calculate the total Workweeks for all
5 Settlement Class Members by adding the number of Workweeks worked by each
6 Settlement Class Member during the Class Period.

7 c. The respective Workweeks for each Settlement Class Member will be
8 divided by the total Workweeks for each Settlement Class Member, resulting in the
9 Payment Ratio for each Settlement Class Member.

10 d. Each Settlement Class Member's Payment Ratio will then be multiplied by
11 the Net Settlement Amount to calculate each Settlement Class Member's estimated
12 Individual Class Payments.

13 e. Using the Class Data, the Settlement Administrator will calculate the total
14 number of pay periods in the PAGA Period and will divide each Aggrieved Employees'
15 individual number of eligible pay periods in the PAGA Period to determine their pro rata
16 portion of the portion of the PAGA payment allocated to Aggrieved Employees. Partial
17 pay periods will not be counted, meaning incomplete pay periods will be rounded down;
18 however, an Aggrieved Employee who worked only one day during the PAGA Period will
19 be credited with having worked one pay period for purposes of the Settlement.

20 59. Limited Confidentiality. The Parties agree not to issue press releases, communicate
21 with, or respond to, any media or publication entities concerning the Settlement, including the fact
22 of the Settlement, its terms or contents, and the negotiations underlying the Settlement prior to
23 final approval and Entry of Judgment, except as required by law or as shall be contractually
24 required to effectuate the terms of the Settlement as set forth herein. Nothing stated herein shall

25 _____
26 ² Defendant's Workweek data will be presumed to be correct unless a particular Class
27 Member proves otherwise to the Settlement Administrator by credible written evidence. All
28 Workweek disputes will be resolved and decided by the Settlement Administrator in consultation
with Class Counsel and counsel for Defendants. The Settlement Administrator's decision on all
Workweek disputes will be final and non-appealable.

1 prohibit Class Counsel from discussing the Settlement, the fact of Settlement, and its terms and
2 conditions: (i) with Class Members and/or (ii) in court filings, including in their respective firm
3 resumes, and/or (iii) in all necessary motions and supporting memoranda related to preliminary
4 and final approval of the Settlement or for other class action settlements. This provision also does
5 not limit Class Counsel (i) from complying with ethical obligations; or (ii) from posting a neutral
6 description of publicly available facts regarding the Settlement, provided that such posting does
7 not expressly identify Defendants by name. Further, Defendants agree that if any person or entity
8 shall inquire about the past employment history of Plaintiff, Defendants shall give neutral
9 references only. In response to any inquiries about Plaintiff, Defendants shall disclose the dates
10 of his employment, last position held and, with written authorization and shall state that this
11 information is being provided in accordance with company policy. The Parties further agree that
12 they, their agents, representatives and attorneys shall not make any disparaging comments or
13 statements to the public, including through any social media, to the press, or to any individual or
14 entity with whom or which they, or any of their subsidiaries or affiliates, have a business
15 relationship, or to others. For purposes of this paragraph, “disparage” shall mean any negative,
16 untruthful statement, whether written or oral.

17 60. Class Member Communications. Defendants will instruct its officers, directors, and
18 exempt managers that, should they be contacted by Class Members or persons who believe they
19 may be Class Members in relation to this Agreement, such officers, directors, and exempt
20 managers should make no comment except those necessary to direct the employees to Defendant’s
21 administrators, who will be instructed to direct such Class Members to the Settlement
22 Administrator and the Class Notice, or Class Counsel, and to provide such Class Members with
23 contact information for the Settlement Administrator and Class Counsel. Defendants agree not to
24 discourage or prevent Class Members from exercising any of their rights or obligations pursuant
25 to this Agreement. At no time will any of the Parties or their counsel take any action to encourage,
26 support, require, or induce Class Members to object to the Settlement Agreement, opt-out from
27 the Settlement, or appeal from the Order and Judgment.

61. Settlement Awards Do Not Trigger Additional Benefits. All Individual Class Payments to Participating Class Members shall be deemed to be paid to such Participating Class Members solely in the year in which such payments are received by the Participating Class Members. It is expressly understood and agreed that the receipt of such Individual Class Payments will not entitle any Participating Class Member to additional compensation or benefits under any company bonus, commission, or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any Participating Class Member to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. It is the intent of the Parties to this Settlement that the Individual Class Payments provided for in this Settlement are the sole payments to be made by Defendants to the Participating Class Members, and that the Participating Class Members are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

62. Settlement Administration Process. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

63. Delivery of the Class List. Within 5 calendar days of Preliminary Approval, Defendants will provide the Class List to the Settlement Administrator.

64. Notice by First-Class U.S. Mail. Within five (5) calendar days following receipt of the Class List, the Settlement Administrator will mail a Notice Packet, substantially in the form attached hereto as **Exhibit A**, to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List. Each Notice Packet will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Settlement Class definition; (d) each Class Member's estimated Individual Class Payment and the formula for calculating Individual Class Payments; (e) the dates which comprise the Class Period; (f) instructions on how to submit valid Requests for Exclusion or

1 objections; (g) the deadlines by which the Class Member must fax or postmark Requests for
2 Exclusions or file and serve objections to the Settlement; (h) the claims to be released, as set forth
3 herein; and (i) the date for the Final Approval Hearing.

4 65. Confirmation of Contact Information in the Class Lists. Prior to mailing, the
5 Settlement Administrator will perform a search based on the National Change of Address
6 Database for information to update and correct for any known or identifiable address changes.
7 Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the
8 Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding
9 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing
10 on the Notice Packet. If no forwarding address is provided, the Settlement Administrator will
11 promptly attempt to determine the correct address using a skip-trace, or other search using the
12 name, address and/or Social Security number of the Class Member involved and will then perform
13 a single re-mailing.

14 66. The Settlement Administrator shall exercise its best judgment to determine the
15 current mailing address for each Class Member. The address identified by the Settlement
16 Administrator as the current mailing address shall be presumed to be the best mailing address for
17 each Class Member.

18 67. Disputed Information on Notice Packets. Class Members and Aggrieved
19 Employees will have an opportunity to dispute the information provided in their Notice Packets.
20 To the extent Class Members/Aggrieved Employees dispute the number of weeks he/she worked
21 during the Class Period or PAGA Period, or the amount of their Individual Class Payment or
22 Individual PAGA Payment, Class Members may produce evidence to the Settlement
23 Administrator showing that such information is inaccurate. Any disputes, along with supporting
24 documentation, must be postmarked on or before the Response Deadline. Absent evidence
25 rebutting Defendant's records, Defendant's records will be presumed determinative. However, if
26 a Class Member or Aggrieved Employee produces evidence to the contrary, the Settlement
27 Administrator will evaluate the evidence submitted by the Class Member/Aggrieved Employee in
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1 consultation with Class Counsel and counsel for Defendants' and will make the final decision as
2 to the Individual Class Payment/Individual PAGA Payment to which the Class
3 Member/Aggrieved Employee may be entitled with input from Class and Defense Counsel. This
4 determination shall be binding on the Class Member and Aggrieved Employee.

5 68. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
6 Settlement Agreement must sign and postmark a written Request for Exclusion to the Settlement
7 Administrator within the Response Deadline. The date of the postmark on the return mailing
8 envelope will be the exclusive means to determine whether a Request for Exclusion has been
9 timely submitted. All Requests for Exclusion will be submitted to the Settlement Administrator,
10 who will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that
11 were timely submitted. Any Class Member who submits a Request for Exclusion shall be
12 prohibited from objecting to the Settlement Agreement.

13 69. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
14 Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely
15 and valid Request for Exclusion will be bound by all of the terms of the Settlement Agreement,
16 including those pertaining to the Released Claims, as well as any Judgment that may be entered
17 by the Court if it grants Final Approval to the Settlement.

18 70. Objection Procedures. To object to the Settlement Agreement, a Class Member
19 must file a valid Notice of Objection with the Settlement Administrator on or before the Response
20 Deadline. The Settlement Administrator shall serve all objections as received on Class Counsel
21 and Defendant's Counsel. It shall not be a breach of this Agreement for Class Counsel to file the
22 Objections with the Court per the Court's instruction, local rules, or as otherwise required for
23 approval of this Settlement Agreement. The Notice of Objection shall be signed by the Class
24 Member and contain all information required by this Settlement Agreement. The postmark date
25 of the filing and service will be deemed the exclusive means for determining that the Notice of
26 Objection is timely. Class Members may also raise objections orally at the Final Fairness and
27 Approval hearing, whether or not they previously submitted a valid Notice of Objection. At no
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1 time will any of the Parties or their counsel take any action to encourage, support, or induce Class
2 Members to object to the Settlement Agreement, opt-out from the Settlement, or appeal from the
3 Order and Judgment. Class Counsel will not represent any Class Members with respect to any
4 such objections to this Settlement.

5 71. Certification Reports Regarding Individual Class Payment Calculations. The
6 Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report
7 which certifies: (a) the number of Class Members who have submitted valid Requests for
8 Exclusion; and (b) whether any Class Member has submitted a challenge to any information
9 contained in their Claim Form or Notice Packet. Additionally, the Settlement Administrator will
10 provide to counsel for both Parties any updated reports regarding the administration of the
11 Settlement Agreement as needed or requested. No later than 30 days prior to the deadline for Class
12 Counsel to file its motion in support of the Final Approval and Fairness Hearing, the Settlement
13 Administrator will compile and deliver to Class Counsel and Defense Counsel a declaration with
14 summary information of the Notice process, including but not limited to: (a) the total amount of
15 final Individual Class Payments of each Settlement Class Member; (b) the number of Settlement
16 Class Members to receive such payments; (c) the final number of requests for exclusion/opt-outs
17 requests and objections; (d) the Settlement Administrator's qualifications for administration; and
18 (e) an explanation of the steps taken to implement the Notice process as set forth in this
19 Agreement. The Settlement Administrator will also provide a copy of each opt-out request and
20 objection, authenticate those documents, and provide all necessary details as requested by Counsel
21 regarding the timing and handling of any opt-out requests and objections.

22 72. Uncashed Settlement Checks. Any checks issued by the Settlement Administrator
23 to Participating Class Members will be negotiable for 180 calendar days from the date the check
24 was issued (the "Void Date"). For any Class Member whose Individual Class Payment check or
25 Individual PAGA Payment check is uncashed and cancelled after the Void Date, the Administrator
26 shall transmit the funds represented by such checks to the California State Unclaimed Property
27 Fund to be held in name of the Class Member.
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1 73. Certification of Completion. Upon completion of administration of the Settlement,
2 the Settlement Administrator will provide a written declaration under oath to certify such
3 completion to the Court and counsel for all Parties.

4 74. Treatment of Individual Class Payments and Individual PAGA Payments. All
5 Individual Class Payments will be allocated as follows: of each Individual Class Payment, 20%
6 will be allocated as alleged unpaid wages, 80% will be allocated as alleged unpaid civil penalties,
7 and unpaid interest. The percentage of each Individual Class Payment allocated as wages will be
8 reported on an IRS Form W-2 by the Settlement Administrator. The remaining percentage of each
9 Individual Class Payment shall be allocated as interest, penalties, and reimbursement, and will be
10 reported on an IRS Form-1099 by the Settlement Administrator. All Individual PAGA Payments
11 will be allocated as alleged penalties and will be reported on an IRS Form-1099 by the Settlement
12 Administrator.

13 75. Administration of Taxes by the Settlement Administrator. The Settlement
14 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, Aggrieved
15 Employees, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for
16 all amounts paid pursuant to this Agreement. Within five (5) business days after the Effective
17 Date, the Settlement Administrator will provide the Parties with an accounting of the amounts to
18 be paid by Defendants pursuant to the terms of the Settlement, including the amount of the
19 employer contribution for payroll taxes to be paid by Defendants.

20 76. Tax Liability. The Parties acknowledge that no tax advice has been offered or given
21 by any other Party, their attorneys, agents, or any other representatives, in the course of these
22 negotiations, and that each Party is relying upon the advice of his/its own tax consultant with
23 regard to any tax consequences that may arise as a result of the execution of this Agreement. The
24 Class Representatives and Class Counsel acknowledge that they may be required to submit a Form
25 W-9, and the Class Representatives, Class Members, and Class Counsel acknowledge that the
26 Settlement Administrator may be required to issue a Form 1099 or other tax form reporting the
27 consideration flowing to the Class Representatives, Class Members, and Class Counsel under this
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1 agreement to the Internal Revenue Services and/or other taxing authority. Nothing herein shall
2 obligate the Class Representatives, Class Members, and Class Counsel to pay, indemnify, or
3 otherwise assume responsibility for any taxes that would be owed by Defendants in the first
4 instance or as a result of any re-classification of the treatment of the payments, such as, for
5 example, employer-side payroll contributions.

6 77. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
7 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
8 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
9 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
10 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
11 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
12 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
13 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
14 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR
15 PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
16 EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
17 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
18 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
19 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
20 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
21 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
22 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
23 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
24 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
25 OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF
26 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
27 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
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1 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
2 AGREEMENT.

3 78. No Prior Assignments. The Parties and their counsel represent, covenant, and
4 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
5 to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
6 action, cause of action, or right herein released and discharged.

7 79. Release of Claims by Class Members. Upon the latter of the Effective Date and full
8 funding of the MSA by Defendants, each Participating Class Member, fully releases and
9 discharges the Released Parties for the Released Claims for the Class Period. Participating Class
10 Members will be deemed to have acknowledged and agreed that their claims for wages and
11 penalties in the Action are disputed, and that their Individual Class Payment constitutes payment
12 of all sums allegedly due to them. Participating Class Members will be deemed to have
13 acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the
14 Individual Class Payment.

15 80. Plaintiff's Released Claims. The Class Representative shall be bound by a complete
16 Section 1542 release and waiver of all claims known and unknown, without exception, against the
17 "Released Parties", except as may be prohibited by law. The Release will only become effective
18 upon the funding of the Gross Settlement Amount.

19 81. Release of Claims by Aggrieved Employees and State. Upon the Effective Date
20 and full funding the Gross Settlement Amount by Defendants, the Aggrieved Employees fully
21 release and discharge the Released Parties for the Released PAGA Claims for the PAGA Release
22 Period.

23 82. Duties of the Parties Prior to Court Approval. The Parties shall promptly submit
24 this Settlement Agreement to the Court in support of Plaintiff's Motion for Preliminary Approval
25 and determination by the Court as to the fairness, adequacy, and reasonableness of the Settlement
26 Agreement. Promptly upon execution of this Settlement Agreement, the Parties shall apply to the
27 Court for the entry of an order for:
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1 a. Scheduling a fairness hearing on the question of whether the proposed Settlement,
2 including but not limited to, payment of Class Counsel's fees and costs, and the Class
3 Representative Enhancement Payment, should be finally approved as fair, reasonable, and
4 adequate as to the members of the Settlement Class;

5 b. Preliminarily Certifying a Settlement Class;

6 c. Approving, as to form and content, the proposed Notice;

7 d. Approving the manner and method for Class Members to request exclusion from
8 the Settlement as contained herein and within the Notice;

9 e. Directing the mailing of the Notice, by first class mail to the Class Members; and

10 f. Giving Preliminary Approval to Settlement subject to final review by the Court.

11 83. Duties of the Parties Following Preliminary Court Approval. Following
12 Preliminary Approval by the Court of the Settlement provided for in this Settlement Agreement
13 and Notice to the Class, Class Counsel will submit a proposed final order of approval and
14 judgment for:

15 a. Approval of the Settlement, adjudging the terms thereof to be fair, reasonable, and
16 adequate, and directing consummation of its terms and provisions;

17 b. Approval of Class Counsel's application for an award of attorneys' fees and costs;

18 c. Approval of the Class Representative Enhancement Payment to the Class
19 Representatives;

20 d. Approval of the Settlement Administration Costs of the Settlement Administrator;
21 and

22 e. That judgment be entered in this Action.

23 84. Rescission of Settlement Agreement (by Defendants). If more than ten percent
24 (10%) of the Class Members opt-out of the Settlement by submitting Requests for Exclusion,
25 Defendants may, at their option, rescind and void the Settlement and all actions taken in
26 furtherance of it will thereby be null and void. Defendants must exercise this right of rescission,
27 in writing, to Class Counsel within fourteen (14) calendar days after the Settlement Administrator
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1 notifies the Parties of the total number of Requests for Exclusion received by the Response
2 Deadline. If the option to rescind is exercised, Defendants shall be solely responsible for all costs
3 of the Settlement Administrator accrued to that point.

4 85. Escalator Clause. Defendants have represented that there are less than 385 Class
5 Members who were employed for no more than 18,524 recorded weekly work periods during the
6 Class Period, which Plaintiff calculates corresponds to approximately 13,247 actual workweeks.
7 Plaintiff has relied upon these material representations regarding the number of Class Members
8 and weekly work periods in entering into this MOU. Should the number of Settlement Class
9 Members or recorded weekly work periods increase, the GSA shall increase by 1% for each
10 percentage increase over this representation. For the avoidance of doubt, any increase to the
11 Maximum Settlement Amount caused by this Paragraph shall apply to Class Counsel's fees such
12 that they shall be equal to one-third of the amount of the escalated Maximum Settlement Amount.

13 86. Adjustments to Components of Maximum Settlement Amount. This Agreement
14 contemplates those future adjustments to the amounts of components of the Maximum Settlement
15 Amount listed above may be necessary and/or may be ordered by the Court. Any such future
16 adjustments shall be made only by written stipulation of the Parties or by an order of the Court.
17 For the avoidance of doubt, this Paragraph does not apply to the Escalator Clause above, and
18 modifications to this Settlement and the Notice shall be implemented upon the Escalator Clause
19 triggering without the need for a written stipulation or Court Order.

20 87. Nullification of Settlement Agreement. In the event that: (a) the Court does not
21 issue final approval of the Settlement as provided herein; or (b) the Settlement does not become
22 final for any other reason, then this Settlement Agreement, and any documents generated to bring
23 it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of
24 this Settlement Agreement will likewise be treated as void from the beginning. In such event, if
25 the Court rejects the Settlement despite the Parties' best efforts, Defendants shall be liable for all
26 Settlement Administration costs incurred.

27 88. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to
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1 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
2 Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes
3 only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for
4 a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for
5 the Notice Packet to be sent to all Class Members as specified herein. In conjunction with the
6 Preliminary Approval hearing, Plaintiff will submit this Settlement Agreement, which sets forth
7 the terms of this Settlement, and will include the proposed Notice Packet; *i.e.*, the proposed Notice
8 of Class Action Settlement document and share form, attached as **Exhibit A**. Class Counsel will
9 be responsible for drafting all documents necessary to obtain Preliminary Approval. Defendants
10 agree not to oppose the Motion for Preliminary Approval.

11 89. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
12 deadlines for Class Members to submit Requests for Exclusion, or objections to the Settlement
13 Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will
14 be conducted to determine the Final Approval of the Settlement Agreement along with the
15 amounts properly payable for: (a) Individual Class Payments; (b) Individual PAGA Payments; (c)
16 the Labor and Workforce Development Agency Payment; (d) the Class Counsel's Fees and Costs;
17 (e) the Class Representative Enhancement Payment; (f) all Settlement Administration Costs; and
18 (g) the Defendant's share of payroll taxes for wages paid in connection with the Individual Class
19 Payments. Class Counsel will be responsible for drafting all documents necessary to obtain Final
20 Approval, including responding to any objections and appeals arising therefrom. Class Counsel
21 will also draft the attorneys' fees and costs application to be heard at the Final Approval hearing.
22 Defendants agree not to oppose the Motion for Final Approval.

23 90. Termination of Settlement. Subject to the obligation(s) of cooperation set forth
24 herein, any Party may terminate this Settlement if the Court declines to enter the Preliminary
25 Approval Order, the Final Approval Order, or final judgment in substantially the form submitted
26 by the Parties, or the Settlement Agreement as agreed does not become final because of appellate
27 court action. The Terminating Party shall give to all other Parties (through his/its counsel) written
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1 notice of his/its decision to terminate this Agreement no later than ten (10) business days after
2 receiving notice that one of the enumerated events has occurred. Termination of this Agreement
3 shall have the following effects:

4 a. The Settlement Agreement shall be terminated and shall have no force or effect,
5 and no Party shall be bound by any of its terms;

6 b. In the event the Settlement is terminated, Defendants shall have no obligation to
7 make any payments to any Party, Class Member or Class Counsel. The Terminating Party shall
8 pay the Settlement Administrator for services rendered up to the date the Settlement Administrator
9 is notified that the Settlement has been terminated;

10 c. The Preliminary Approval Order, Final Approval Order, and Judgment, including
11 any order of class certification, shall be vacated;

12 d. The Settlement Agreement and all negotiations, statements, and proceedings
13 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
14 restored to their respective positions in the Action prior to the Settlement;

15 e. Neither this Stipulated Settlement, nor any ancillary documents, actions,
16 statements, or filings in furtherance of settlement (including all matters associated with the
17 mediation) shall be admissible or offered into evidence in the Action or any other action for any
18 purpose whatsoever.

19 91. Judgment and Continued Jurisdiction. Upon Final Approval of the Settlement by
20 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
21 Judgment pursuant to California Code of Civil Procedure section 664.6 to the Court for its
22 approval. After entry of the Judgment, the Court will have continuing jurisdiction for purposes of
23 addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement
24 administration matters, and (c) such post-Judgment matters as may be appropriate under court
25 rules or as set forth in this Agreement.

26 92. Exhibits Incorporated by Reference. The terms of this Agreement include the terms
27 set forth in any attached Exhibits, which are incorporated by this reference as though fully set
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1 forth herein. Any Exhibits to this Agreement are an integral part of the Settlement.

2 93. Entire Agreement. This Settlement Agreement, the general release of all claims by
3 the Class Representative, and any attached Exhibits constitute the entirety of the Parties'
4 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed
5 binding on the Parties. The Parties expressly recognize California Civil Code section 1625 and
6 California Code of Civil Procedure section 1856(a), which provide that a written agreement is to
7 be construed according to its terms and may not be varied or contradicted by extrinsic evidence,
8 and the Parties agree that no such extrinsic oral or written representations or terms will modify,
9 vary, or contradict the terms of this Agreement.

10 94. Amendment or Modification. This Settlement Agreement may be amended or
11 modified only by a written instrument signed by the named Parties or their successors-in-interest.

12 95. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant
13 and represent they are expressly authorized by the Parties whom they represent to negotiate this
14 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
15 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
16 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
17 counsel will cooperate with each other and use their best efforts to effectuate the implementation
18 of the Settlement. If the Parties are unable to reach agreement on the form or content of any
19 document needed to implement the Settlement, or on any supplemental provisions that may
20 become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance
21 of the Court to resolve such disagreement.

22 96. Signatories. It is agreed for the purposes of this Settlement Agreement only that
23 because the members of the Class are so numerous, it is impossible or impractical to have each
24 member of the Class execute this Settlement Agreement. The Notice, attached hereto as **Exhibit**
25 **A**, will advise all Class Members of the binding nature of the release, and the release shall have
26 the same force and effect as if this Settlement Agreement were executed by each member of the
27 Class. This Settlement Agreement has been translated into Spanish as **Exhibit D** for the
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1 convenience of the Parties. If any dispute arises regarding the Settlement Agreement, the English
2 language version shall control.

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

6 98. California Law Governs. All terms of this Settlement Agreement and Exhibits
7 hereto will be governed by and interpreted according to the laws of the State of California.

8 99. Execution and Counterparts. This Settlement Agreement is subject only to the
9 execution of all Parties. The Agreement may be executed in one or more counterparts either by
10 ink or electronic signature. All executed counterparts and each of them, including electronic,
11 facsimile, and scanned copies of the signature page, will be deemed to be one and the same
12 instrument.

13 100. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
14 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action. The Parties
15 further agree that they have arrived at this Settlement after arm's-length negotiations and in the
16 context of adversarial litigation, taking into account all relevant factors, present and potential. The
17 Parties further agree that they and their respective counsel have conducted informal discovery,
18 including but not limited to per-shift time keeping data, payroll data, and evidence of pay and
19 timekeeping policies, and that the investigation conducted by the Parties was sufficient to satisfy
20 the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th
21 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130
22 ("*Dunk/Kullar*"). The Parties further acknowledge that they are each represented by competent
23 counsel and that they have had an opportunity to consult with their counsel regarding the fairness
24 and reasonableness of this Agreement.

25 101. Invalidity of Any Provision. Before declaring any provision of this Settlement
26 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
27 extent possible consistent with applicable precedents so as to define all provisions of this
28

1 Settlement Agreement valid and enforceable.

2 102. Plaintiff's Waiver of Right to Be Excluded and Object. Plaintiff agrees to sign this
3 Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by the terms
4 herein. For good and valuable consideration, Plaintiff further agrees that he will not request to be
5 excluded from the Settlement Agreement, nor object to any terms herein, except as stipulated by
6 the Parties in regard to her individual claims. Any such request for exclusion or objection by
7 Plaintiff will be void and of no force or effect. Any efforts by Plaintiff to circumvent the terms of
8 this paragraph will be void and of no force or effect.

9 103. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
10 class certification for purposes of this Settlement only; except, however, that Plaintiff or Class
11 Counsel may appeal any reduction in the Class Counsel's Fees and Costs below the amount
12 requested from the Court but must inform Defense Counsel and the Class Administrator of any
13 intent to appeal prior to the distribution of any funds from the Class Administrator to any
14 Settlement Class Members or any other Parties. Any Party may terminate this Settlement or appeal
15 any Court order which is not in substantially the form submitted by the Parties.

16 104. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
17 dispute that has arisen between them and to avoid the burden, expense, and risk of continued
18 litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, they
19 have violated any federal, state, or local law; violated any regulations or guidelines promulgated
20 pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached
21 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
22 engaged in any other unlawful conduct with respect to its employees. Neither this Agreement, nor
23 any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as
24 an admission or concession by Defendants of any such violations or failures to comply with any
25 applicable law. The Parties agree that there exists a bona fide dispute as to whether any
26 compensation is actually due to Plaintiff, the putative class, and Aggrieved Employees, and if so,
27 the amount thereof, and no legal determinations have been made with respect to the legal claims
28

1 bought in the Action and resolved in this Settlement. Except as necessary in a proceeding to
2 enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be
3 offered or received as evidence in any action or proceeding to establish any liability or admission
4 on the part of Defendants or to establish the existence of any condition constituting a violation of,
5 or a non-compliance with, federal, state, local, or other applicable law.

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

9 106. Waiver. No waiver of any condition or covenant contained in this Agreement or
10 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
11 constitute a further waiver by such Party of the same or any other condition, covenant, right, or
12 remedy.

13 107. Enforcement Actions. In the event that one or more of the Parties institute any legal
14 action, motion, petition, or other proceeding against any other Party or Parties to enforce the
15 provisions of this Settlement or to declare rights and/or obligations under this Settlement, the
16 successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties
17 reasonable attorneys' fees and costs, including expert witness fees incurred.

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

23 109. Representation By Counsel. The Parties acknowledge that they have been
24 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
25 and that this Agreement has been executed with the consent and advice of counsel, and reviewed
26 in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the
27 Settlement Agreement.

1 110. All Terms Subject to Final Court Approval. All amounts and procedures described
2 in this Settlement Agreement herein will be subject to the Court's Final Approval.

3 111. Notices. Unless otherwise specifically provided herein, all notices, demands, or
4 other communications given hereunder shall be in writing and shall be transmitted to a Party via
5 email:

6 To Plaintiff and the Settlement Class:

7 Elliot J. Siegel
8 elliot@kingsiegel.com
9 Julian Burns King
10 julian@kingsiegel.com
11 **KING & SIEGEL LLP**
12 724 S. Spring Street, Suite 201
13 Los Angeles, California 90014

14 Michael Y. Yadegaran
15 michael@avenue.law
16 **AVENUE LAW APC**
17 401 Wilshire Blvd., 12th Floor
18 Santa Monica, CA 90401

19 To Defendants:

20 Teri T. Pham (SBN 193383)
21 **ENENSTEIN PHAM GLASS & RABBAT, LLP**
22 3200 Bristol Street, Suite 500
23 Costa Mesa, CA 92626
24 Phone: (714) 292-0262
25 tpham@epgrlawyers.com

26 112. Cooperation and Execution of Necessary Documents. All Parties will cooperate in
27 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of
28 this Settlement Agreement.

113. Binding Agreement. The Parties warrant that: 1) they understand and have full
authority to enter into this Agreement; 2) they intend that this Agreement will be fully enforceable
and binding on all Parties; and 3) agree that it will be admissible and subject to disclosure in any

1 proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
2 otherwise might apply under federal or state law.

3 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
4 Joint Stipulation of Settlement and Release Between Plaintiff and Defendants as of the date(s) set
5 forth below:

8 **SIGNATURES**

9 **READ CAREFULLY BEFORE SIGNING**

11 **PLAINTIFF:** Antony Monterroso

12 Dated: 05 / 20 / 2025

13 *ANTONY MONTERROSO*

14 _____
Antony Monterroso

15 **DEFENDANT:** Shiki Sushi, Teppan, Grill and
16 Sport Bar, Inc.

17 Dated: _____

18 By: _____
19 Its: _____

20 **DEFENDANT:** Shiki & Noodle 77 Restaurant
21 Corp.

22 Dated: _____

23 By: _____
24 Its: _____

25 **DEFENDANT:** Tim Nguyen

26 Dated: _____

27 By: _____
28 Its: _____

1 proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
2 otherwise might apply under federal or state law.

3 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
4 Joint Stipulation of Settlement and Release Between Plaintiff and Defendants as of the date(s) set
5 forth below:

8 **SIGNATURES**

9 **READ CAREFULLY BEFORE SIGNING**

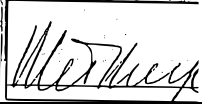
11 **PLAINTIFF:** Antony Monterroso

12
13 Dated: _____

Antony Monterroso

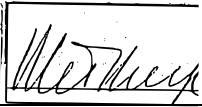
16 **DEFENDANT:** Shiki Sushi, Teppan, Grill and
Sport Bar, Inc.

17
18 Dated: 5/20/2025 _____

By:  _____
Its: President

21 **DEFENDANT:** Shiki & Noodle 77 Restaurant
Corp.

22
23 Dated: 5/20/2025 _____

By:  _____
Its: President

25 **DEFENDANT:** Tim Nguyen

26
27 Dated: 5/20/2025 _____

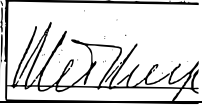
By:  _____
Its: President

Exhibit A

NOTICE OF PROPOSED CLASS AND PAGA ACTION SETTLEMENT AND HEARING DATE FOR
COURT APPROVAL

Antony Monterroso v. Shiki Sushi, Teppan, Grill and Sport Bar, Inc., et al.
Superior Court of the State of California, San Bernardino County
Case No. CIVSB2409818

You are **not** being sued. This is **not** an advertisement. This notice affects your rights.

YOU ARE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT.

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice of Class Action Settlement because Shiki Sushi, Teppan, Grill and Sport Bar, Inc.'s and Shiki & Noodle 77 Restaurant Corp.'s records show you are what is called a "Class Member," and are entitled to a payment from this class action settlement ("Settlement"). Class Members are all current and former employees of Defendants who worked at least one shift in California from March 25, 2020 through March 27, 2025.

On [REDACTED], the Honorable David E. Driscoll of the Superior Court of California for the County of San Bernardino granted preliminary approval of this Class Action Settlement and ordered that all Class Members be notified of the Settlement.

Unless you choose not to participate in the Settlement (in other words, should you choose to "opt out") by following the procedures described below, you will be considered a Participating Class Member. If the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement fund, which is estimated to be <<estAmount>>. [For PAGA Aggrieved Employees only: You are also a PAGA Aggrieved Employee, and will be mailed a check for you portion of the civil penalties under PAGA allocated in this Settlement, which is estimated to be <<estAmount>>.¹]

IF YOU STILL WORK FOR SHIKI SUSHI, TEPPAN, GRILL AND SPORT BAR, INC. OR NOODLE 77 RESTAURANT CORP., PARTICIPATION IN THIS SETTLEMENT WILL NOT AFFECT OR DISRUPT YOUR WORK IN ANY MANNER. YOU WILL NOT BE RETALIATED AGAINST BY DEFENDANTS FOR YOUR PARTICIPATION.

¹ By law, under the Private Attorney Generals Act ("PAGA"), the amount recovered in settlement, after paying for attorney's fees and costs, and costs of administration of settlement, are to be split between the State of California and the PAGA Settlement Members. The State receives 75% of the net settlement amount and the PAGA Settlement Members receive 25% of the net settlement (to be allocated on a pro rata basis). Each PAGA Settlement Member will receive a pro rata share of the PAGA Settlement Members Payment based on their Eligible Pay Periods relative to the total Eligible Pay Periods of all PAGA Settlement Members ("Individual PAGA Settlement Member Payment"). You worked <<PayPeriods>> pay periods during the PAGA Period. The total amount of pay periods worked by all Aggrieved Employees during the PAGA Period is <<PayPeriods>>. Therefore, your Individual PAGA Settlement Member Payment is <<CheckAmount>>.

California law strictly prohibits retaliation. Defendants are prohibited by law from taking any adverse action against any Class Member or otherwise targeting, retaliating, or discriminating against any Class Member because of the Class Member's participation in or decision not to participate in this Settlement.

You can view the proposed Final Approval Order, Final Judgment, and payment schedule at [www. \[REDACTED\]](#).

What Is This Case About?

Antony Monterroso was an employee of Defendants. He is the "Plaintiff" in this case and is suing Shiki Sushi, Teppan, Grill and Sport Bar, Inc., Shiki & Noodle 77 Restaurant Corp., and Tim Nguelyn ("Defendants") on behalf of himself and all Class Members. Plaintiff sued Defendants, alleging the (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or premium pay in lieu thereof; (4) failure to provide rest periods or premium pay in lieu thereof; (5) failure to provide and maintain accurate records; (6) failure to reimburse necessary business expenses; (7) civil penalties under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* ("PAGA"); and (8) Unlawful Business Practices, Cal. Bus. & Prof. Code §§ 17200, *et seq.*

This notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations raised in the Action or the merits of the claims or defenses asserted. The Court has made no ruling on the merits of Plaintiff's claims or Defendants' defenses thereto.

Defendants are not admitting to any allegations or wrongdoing in this case, and in fact expressly deny that any of its practices at issue in this lawsuit were or are unlawful. Specifically, Defendants assert that the Class Members were properly compensated at all times during the Class Period. Defendants further asserts that it has and had during the Class Period lawful wage-and-hour policies, practices, and procedures, including legally compliant timekeeping policies.

Plaintiff entered into settlement discussions with Defendants in an attempt to resolve the disputed claims in this case. On March 27, 2025, the Parties negotiated a settlement on behalf of themselves and the Class Members with the assistance of a third-party mediator. The Parties' agreement has been documented in a Joint Stipulation of Settlement and Release of Class and PAGA Action ("Joint Stipulation").

The Court has preliminarily approved the Joint Stipulation. The Court will decide whether to give final approval to the Settlement at the Final Fairness and Approval Hearing. The Final Fairness and Approval Hearing ("Hearing") on the adequacy, reasonableness, and fairness of the Settlement will be held at [REDACTED] on [REDACTED], in Department S22 of the Superior Court of California for the County of San Bernardino, 247 W. Third St., San Bernardino, CA 92415. You are not required to attend the Hearing.

Attorneys for Plaintiff and the Class Members ("Class Counsel") are:

Elliot J. Siegel

Questions? Contact the Settlement Administrator toll free at [REDACTED]

Julian Burns King
KING & SIEGEL LLP
(213) 465-4802
724 S. Spring Street, Ste. 201
Los Angeles, California 90014

and

Michael Y. Yadegaran
AVENUE LAW, APC
(805) 250-7488
401 Wilshire Blvd., 12th Floor
Santa Monica, CA 90401

Summary of the Settlement Terms

Plaintiff and Defendants have agreed to settle this case on behalf of themselves and the Class Members for \$675,000.00 (“Maximum Settlement Amount”).

The Maximum Settlement Amount includes: (1) Individual Settlement Payments to Participating Class Members; (2) a \$15,000 service payment to the Representative Plaintiff for his time and effort in pursuing this case and in exchange for a general release of claims against Defendants, subject to Court approval; (3) Settlement Administration Costs not to exceed \$15,000; (4) \$56,250 to the California Labor & Workforce Development Agency, representing the State of California’s portion of civil penalties under PAGA (or 75% of the \$75,000 allocated to PAGA penalties); (5) an aggregate of \$18,750 to alleged PAGA Aggrieved Employees (or 25% of the \$75,000 allocated to PAGA penalties); and (6) subject to Court approval of an application for fees and costs, an award of up to \$225,000.00 in attorneys’ fees and up to \$25,000 in litigation costs and expenses to Class Counsel.

After deducting the service payments to Plaintiff, the Settlement Administration Costs, the portion of the PAGA payment to be paid to the California Labor and Workforce Development Agency, payments to PAGA Aggrieved Employees, and attorneys’ fees and costs/expenses, a total of approximately [\$] will be available to Class Members who do not opt out of the Settlement (“Net Settlement Amount”). Employer-side payroll taxes will be paid by Defendants *outside* of the Maximum Settlement Amount.

Plan of Distribution to Class Members and PAGA Aggrieved Employees

Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of weeks a Participating Class Member worked during the Class Period (“Workweeks”). Individual PAGA Payments will be separately calculated and apportioned from the portion of the PAGA amount intended for PAGA Aggrieved Employees.

Specific calculations of Individual Settlement Payments will be made as follows:

- a. The Settlement Administrator will calculate the number of Workweeks per Participating Class Member during the Class Period based on records in

Questions? Contact the Settlement Administrator toll free at _____

Defendants' possession, custody or control.² Workweeks are determined by identifying each week an employee actually worked based on Defendants' timekeeping and/or payroll data. A Class Member who worked only one day during the Class Period will be credited with having worked one Workweek for purposes of the Settlement. Partial workweeks will not be counted, meaning incomplete workweeks will be rounded down.

- b. Using the Class Data, the Settlement Administrator will calculate the total Workweeks for all Settlement Class Members by adding the number of Workweeks worked by each Settlement Class Member during the Class Period. The respective Workweeks for each Settlement Class Member will be divided by the total Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member.
- c. Each Settlement Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated Individual Settlement Payments.
- d. Using the Class Data, the Settlement Administrator will calculate the total number of pay periods in the PAGA Period and will divide each Aggrieved Employee's individual number of eligible pay periods in the PAGA Period to determine their pro rata portion of the portion of the PAGA Payment allocated to each Aggrieved Employees. Partial pay periods will not be counted, meaning incomplete pay periods will be rounded down; however, an Aggrieved Employee who worked only one day during the PAGA Period will be credited with having worked one pay period for purposes of the Settlement.

If you believe the information provided above as to the number of your Individual Workweeks is incorrect and you wish to dispute it, please submit the Challenge Form attached to your Share Form to the Settlement Administrator at *Monterroso v. Shiki Sushi, Teppan, Grill and Sport Bar, Inc. et al.* Settlement Administrator, c/o [REDACTED] no later than 30 days after the date this Notice of Class Action Settlement was mailed to you.³

If you dispute the information stated above, the information provided to the Settlement Administrator will control unless you are able to provide documentation that establishes otherwise. Any disputes, along with supporting documentation ("Disputes"), must be postmarked no later than [REDACTED]. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

² Defendant's Workweek data will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. All Workweek disputes will be resolved and decided by the Settlement Administrator in consultation with Class Counsel and counsel for Defendants. The Settlement Administrator's decision on all Workweek disputes will be final and non-appealable.

³ Unless the 45th day falls on a Sunday or federal holiday, in you have until the next day on which the U.S. Postal Service is open.

Class Member Tax Matters

IRS Forms W-2 and 1099-MISC will be distributed to participating Class Members and Aggrieved Employees, and the appropriate taxing authorities reflecting the payments Class Members and Aggrieved Employees receive under the Settlement. Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this Settlement, 20% of each Individual Settlement Payment will be allocated to alleged unpaid wages, 80% will be allocated as alleged unpaid civil penalties and interest. All Individual PAGA Payments will be allocated as penalties and will be reported on an IRS Form-1099 by the Settlement Administrator. Again, please consult with a tax advisor regarding the significance of how each Individual Settlement Payment is allocated between wages, penalties, and interest. This notice is not intended to provide legal or tax advice. To the extent this notice or any of its attachments is interpreted to contain or constitute advice regarding any United States or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the Settlement, then no further action is required on your part. You will automatically receive your Individual Settlement Payment and Individual PAGA payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1** and the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement funds. In addition, you will be deemed to have released or waived the following claims (“Released Claims”) against the Released Parties for the Release Period.

The Released Claims are defined as:

Those claims asserted in the Complaint or that reasonably could have been alleged based on the factual allegations contained in the operative complaint or LWDA letter.

The Released PAGA Claims include:

All claims by Aggrieved Employees for civil penalties under PAGA asserted in the Complaint or LWDA letter, or that could have reasonably been alleged based on the factual allegations contained in the Operative Complaint and PAGA Notice.

Released Parties shall mean each Defendant, and their officers and owners, as applicable.

The “Release Period” is the period from March 25, 2020 through March 27, 2025. The “PAGA Release Period” is the period from March 25, 2023 through March 27, 2025.

Option 2 – Opt-Out of the Settlement

Questions? Contact the Settlement Administrator toll free at _____

You will be treated as a participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator, in writing, not later than [date], that you wish to opt-out.

If you do not wish to participate in the Settlement, you may exclude yourself from participating by submitting a written “Request for Exclusion from The Class Action Settlement” letter or card to the Settlement Administrator postmarked no later than [redacted]. Your written request should clearly state your intent to opt out or be excluded. For instance, you could write:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *MONTERROSO V. SHIKI SUSHI, TEPPAN, GRILL AND SPORT BAR, INC., ET. AL.* LAWSUIT.”

The written request for exclusion should also include sufficient information to identify you, including your name, address, telephone number, or last four digits of your Social Security Number. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail or equivalent, to the address below.

Monterroso v. Shiki Sushi, Teppan, Grill and Sport Bar, Inc. et al. Settlement Administrator
c/o [redacted]
[redacted]
[redacted]
Telephone: [redacted]

The written request to be excluded from the Settlement must be postmarked to the Settlement Administrator not later than [redacted] [30 days from mailing]. If you submit a request for exclusion which is not postmarked by [redacted], your request for exclusion will be rejected, and you will be included in the Settlement Class.

If you choose **Option 2**, you will no longer be a Class Member. Therefore, you (1) will **not** receive any payment from the Settlement, with the exception of your pro-rata portion of the Aggrieved Employees’ portion of the civil penalties allocated to PAGA⁴; (2) will not be deemed to have released any claims due to this Settlement with the exception of the PAGA cause of action, and (3) will be barred from filing an objection to the Settlement.

Do not submit both a Dispute and a Request for Exclusion. If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Option 3 – File an Objection to the Settlement

If you wish to object to the Settlement, you can mail a written objection to the Settlement Administrator. Your objection should provide: your full name, address and telephone number, the last four digits of your Social Security Number, the dates you were employed by Shiki Sushi,

⁴ By law, Aggrieved Employees cannot opt out of the Settlement with respect to the PAGA claims and will release their claims for civil penalties under PAGA as set forth in the Settlement regardless of whether they cash their Individual PAGA Payment.

Teppan, Grill and Sport Bar, Inc. in California, and your objections to the Settlement, including each specific reason in support of each objection and any legal support for each objection together with any evidence in support of your objection. Your objection should be mailed to the Settlement Administrator on or before [REDACTED]. All objections or other correspondence should state the name and number of the case, which is *Antony Monterroso v. Shiki Sushi, Teppan, Grill and Sport Bar, Inc., et al.* Settlement Administrator San Bernardino County Case Number No. CIVSB2409818.

You may also appear at the Final Fairness and Approval Hearing set for [REDACTED] at [REDACTED] in Department S22 of the Superior Court of California for the County of San Bernardino located at 247 W. Third St., San Bernardino, CA 92415, and discuss your objections with the Court and the Parties at your own expense.

You may appear at the Hearing regardless of whether you submitted a written objection. You may also retain an attorney to represent you at the Hearing at your own expense.

If you choose **Option 3**, you will still be entitled to the money from the Settlement. You will remain a member of the Settlement Class, and if the Court overrules your objections and approves the Settlement, you will receive your Individual Settlement Payment and will be bound by the terms of the Settlement in the same way as Class Members who do not object, including being deemed to have released the Released Claims. You cannot both object to the settlement and exclude yourself. You must choose one option only.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may refer to the pleadings, the Joint Stipulation of Settlement, and other papers filed in this case, which may be inspected at the Office of the Clerk of the Superior Court of California for the County of Sacramento, during regular business hours of each court day.

All questions by Class Members regarding this Notice of Class and PAGA Action Settlement and/or the Settlement should be directed to the Settlement Administrator or Class Counsel.

You can view the final approval order and final judgment and payment schedule at [www.\[REDACTED\]](http://www.[REDACTED]).

PLEASE DO NOT CONTACT THE COURT WITH QUESTIONS ABOUT THIS NOTICE.

Questions? Contact the Settlement Administrator toll free at [REDACTED]

Share Form

Antony Monterroso v. Shiki Sushi, Teppan, Grill and Sport Bar, Inc., et al.
Superior Court of the State of California, San Bernardino County
Case No. CIVSB2409818

For all persons who are or previously were employed by Shiki Sushi, Teppan, grill and Sport Bar, Inc., Shiki & Noodle 77 Restaurant Corp., and Tim Nguyen (“Defendants”) in the State of California as a non-exempt employee in the State of California from March 25, 2020 through March 27, 2025 (“Class Period”).

Your Estimated Payment

Your total Individual Settlement Payment is currently estimated at \$ [REDACTED]. [[Your total Individual PAGA Payment is currently estimated at \$ [REDACTED].]] Your estimated pro-rata share of the Net Settlement Amount, as defined in the accompanying Notice of Proposed Class and PAGA Action Settlement and Hearing Date for Court Approval (“Notice”), may increase depending on factors such as, but not limited to, the number of Class Members who effectively exclude themselves from the Settlement. The Net Settlement Amount to be distributed to all Class Members who do not opt-out of the settlement is currently estimated to be \$ [REDACTED].

Your estimated award is based on your pro-rata percentage of the Net Settlement Amount. Your award is calculated based on your Workweeks as a non-exempt employee in California during the Class Period, as a percentage of all of Class Members’ Workweeks in California during the Class Period, as adjusted per the allocation method set forth in the Joint Stipulation of Settlement and Release of Class Action and the accompanying Notice. “Workweeks” means the number of weeks actually worked by each Class Member as a non-exempt employee during the Class Period. Workweeks are determined by identifying each week an employee actually worked based on Defendant’s timekeeping and/or payroll data. A Class Member who worked only one day during the Class Period will be credited with having worked one Workweek for purposes of the Settlement. Partial workweeks will not be counted, meaning incomplete workweeks will be rounded down. Defendant’s records show that during the Class Period, you worked a total of [REDACTED] Workweeks. [[Defendant’s records show that during the PAGA Period you worked a total of [REDACTED] Pay Periods.]]

YOU DO NOT NEED TO DO ANYTHING IN ORDER TO RECEIVE MONEY UNDER THE SETTLEMENT.

If you believe the total number of your Workweeks during the Class Period or Pay Periods during the PAGA Period (listed above) are accurate, you do not need to take any further action in order to receive your payment(s).

TO CHALLENGE THE NUMBER OF YOUR WORKWEEKS DURING THE CLASS PERIOD OR PAY PERIODS DURING THE PAGA PERIOD, THE SHARE FORM AND THE CHALLENGE PORTION OF THE FORM BELOW MUST BE SIGNED AND POSTMARKED NO LATER THAN [DATE].

CHALLENGE FORM

Important:

1. You do NOT have to complete this part of the Share Form if the total number of your Workweeks during the Class Period as stated above is accurate.
2. If you do submit this form, it is strongly recommended that you keep proof of timely mailing of this form until receipt of your settlement payment.
3. If you change your mailing address, please provide your new mailing address to the Settlement Administrator. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

Check the box below ONLY if you wish to challenge the total number of your Workweeks or Pay Periods as stated above. All fields on this Challenge Form must be complete for your challenge to be accepted:

- ☐ I wish to challenge the total number of my Workweeks or Pay Periods. I have included a written statement detailing what I believe to be the correct number of weeks or pay periods I was employed as an hourly, non-exempt employee in California during the Class Period or PAGA Period. I have also included information and/or documentary evidence that support my challenge. I understand that by submitting this challenge I authorize the Settlement Administrator to review Defendant's records and determine the validity of my challenge.

Signature

Name of Class Member _____ **[preprinted]**

Class Member ID Number (from address label): _____ **[preprinted]**

I believe that the correct number of Workweeks I was employed by Defendants as an hourly, non-exempt employee in California during the Class Period is: _____

I believe that the correct number of Pay Periods I was employed by Defendants as an hourly, non-exempt employee in California during the PAGA Period is: _____

The following is a statement of my reasons and documentation to support this number of Workweeks or Pay Periods:

[Attach documentation and use separate page(s) as necessary]

Mail to:

insert address

Exhibit B

1 Elliot J. Siegel (Bar No. 286798)
2 elliot@kingsiegel.com
3 Julian Burns King (Bar No. 298617)
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14 Attorneys for Plaintiff and the Putative Class

15
16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF SAN BERNARDINO**
18

16 **Antony Monterroso**, individually and on behalf
17 of all similarly situated individuals,

18 Plaintiff,

19 vs.

20 **Shiki Sushi, Teppan, Grill and Sport Bar,**
21 **Inc.**, a California corporation; **Noodle 77**
22 **Restaurant Corp.**, a California corporation;
23 **Tim Nguyen**, an individual; and **Does 1-10**,
24 inclusive;

25 Defendants.

CASE NO. CIVSB2409818

[Assigned to Honorable David E. Driscoll,
Department S22]

CLASS ACTION

**[PROPOSED] ORDER PRELIMINARILY
APPROVING CLASS ACTION
SETTLEMENT PURSUANT TO THE
TERMS OF JOINT STIPULATION RE:
CLASS ACTION SETTLEMENT**

Date: _____ [Reserved]

Time: _____

Dept.: _____

Plaintiff's Unopposed Motion for Preliminary Approval of the proposed settlement of this action on the terms set forth in the Joint Stipulation of Settlement and Release of Class and PAGA Action (the "Settlement" or "Stipulation") came on for hearing on _____, 2025.

Having considered the Settlement, all papers and proceedings held herein, and having reviewed the entire record in this action, Case No. CIVSB2409818, entitled *Antony Monterroso v. Shiki Sushi, Teppan, Grill and Sport Bar, Inc. et al.* (the "Action"), and good cause appearing, the Court finds that:

WHEREAS, Plaintiff Antony Monterroso ("Plaintiff" or "Class Representative"), has alleged claims against Defendants Shiki Sushi, Teppan, Grill and Sport Bar, Inc., Shiki & Noodle Restaurant Corp., and Tim Nguyen ("Defendants") as an individual and on behalf of all others similarly situated, comprising: "*All persons who were non-exempt hourly employees of Defendant in California from March 25, 2020 through March 27, 2025.*"; and

WHEREAS, Plaintiff asserts class and PAGA claims in the Action against Defendants for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or premium pay in lieu thereof; (4) failure to provide rest periods or premium pay in lieu thereof; (5) failure to provide and maintain accurate records; (6) failure to reimburse necessary business expenses; (7) PAGA Penalties; and (8) Unlawful Business Practices, Cal. Bus. & Prof. Code §§ 17200, *et seq.*

WHEREAS, Defendants expressly deny the allegations of wrongdoing and violations of law alleged in this Action, and further deny any liability whatsoever to Plaintiff or to the Class Members; and

WHEREAS, without admitting any liability, claim, or defense, Plaintiff and Defendants (collectively, the "Parties") determined that it was mutually advantageous to settle this Action and to avoid the costs, delay, uncertainty, and business disruption of ongoing litigation; and

WHEREAS, the Parties agreed to resolve the Action and entered into the Joint Stipulation re: Class and PAGA Action Settlement on _____, 2025, which provides for the final resolution of all class and PAGA claims asserted by Plaintiff against Defendants in the Action, on the terms and conditions set forth in the Stipulation, subject to the approval of this Court;

1 NOW, therefore, the Court grants preliminary approval of the Settlement, and

2 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

3 1. To the extent defined in the Stipulation, incorporated herein by reference, the terms
4 in this Order shall have the meanings set forth therein.

5 2. The Court has jurisdiction over the subject matter of this Action, Defendants, and
6 the Class.

7 3. The Class is defined as follows: *“All persons who were non-exempt hourly*
8 *employees of Defendants in California from March 25, 2020 through March 27, 2025”*

9 4. The Court has determined that the Class Notice fully and accurately informs all
10 persons in the Class of all material elements of the proposed Settlement, constitutes the best notice
11 practicable under the circumstances, and constitutes valid, due, and sufficient notice to all Class
12 Members. The Class Notice is attached as **Exhibit A** and incorporated by reference.

13 5. The Court hereby grants preliminary approval of the Settlement and Stipulation as
14 fair, reasonable, and adequate in all respects to the Class Members, and orders the parties to
15 consummate the Settlement in accordance with the terms of the Stipulation, including the terms and
16 procedures for Class Members to object or request exclusion to the Settlement.

17 6. The plan of distribution as set forth in the Stipulation providing for the distribution
18 of the Net Settlement Amount to Settlement Class Members is preliminarily approved as being fair,
19 reasonable, and adequate.

20 7. The Court preliminarily appoints as Class Counsel the following attorneys: Elliot J.
21 Siegel and Julian Burns King of King & Siegel LLP, 724 S. Spring Street, Suite 201, Los Angeles,
22 California 90014 and Michael Y. Yadegaran of Avenue Law, APC, 401 Wilshire Blvd., 12th floor,
23 Santa Monica, CA 90401.

24 8. The Court preliminarily approves the payment of attorneys’ fees in the amount of
25 \$225,000.00 (or one-third of the Maximum Settlement Amount) to Class Counsel, which shall be
26 paid from the Maximum Settlement Amount.

27 9. The Court preliminarily approves the payment of incurred reasonable costs in an
28 amount not to exceed \$25,000.00 to Class Counsel, which shall be paid from the Maximum

Settlement Amount as defined in the parties' Stipulation.

10. The Court preliminarily approves a payment in the amount of \$56,250.00 to the California Labor & Workforce Development Agency, representing the State of California's portion of civil penalties under PAGA (or 75% of \$75,000), and \$18,750 to the alleged Aggrieved Employees (or 25% of \$75,000), which shall both be paid from the Maximum Settlement Amount.

11. The Court preliminarily approves the payment of incurred reasonable claims administration costs to the Settlement Administrator, in an amount not to exceed \$15,000, which shall be paid from the Maximum Settlement Amount.

12. The Court preliminarily approves an enhancement award to the Class Representative, Antony Monterroso, in the amount of \$15,000.00 which amount shall be paid from the Maximum Settlement Amount.

13. The Court preliminarily approves the California Bar's Justice Gap Fund as the *cy pres* beneficiary for all uncashed funds.

14. This Preliminary Approval Order and the Stipulation, and all papers related thereto, are not, and shall not be construed to be, an admission by Defendants of any liability, claim, or wrongdoing whatsoever, and shall not be offered as evidence of any such liability, claim, or wrongdoing in this Action or in any other proceeding.

15. In the event that the Settlement does not become effective in accordance with the terms of the Stipulation, then this Preliminary Approval Order shall be rendered null and void to the extent provided by and in accordance with the Stipulation and shall be vacated. In such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Stipulation, and each party shall retain his or its rights to proceed with litigation of the Action.

16. The Court orders the following Implementation Schedule¹ for further proceedings:

¹ If any date provided for by the Stipulation falls on a weekend or court holiday, the time to act shall be extended to the next business day, and will be as stated in this Implementation Schedule.

a.	Deadline for Defendants to submit Class Member data to the Settlement Administrator	<u> </u> [5 calendar days from the date of the Court's Order Granting Preliminary Approval].
b.	Deadline for the Settlement Administrator to mail Notice of the Settlement to the Class Members	<u> </u> [5 calendar days following the Settlement Administrator's receipt of Class data]
c.	Deadline for Class Members to postmark Requests for Exclusion from the Settlement	<u> </u> [30 calendar days after the Settlement Administrator mails the Notice]
d.	Deadline for Class Members to submit objections to the Settlement	<u> </u> [30 calendar days after the Settlement Administrator mails the Notice, unless the Settlement Administrator is required to re-mail the notice, in which case the deadline shall be extended by 15 calendar days]
e.	Settlement Administrator to provide update to Class Counsel regarding Requests for Exclusion, disputed amounts, and claims made for inclusion of the Settlement	<u> </u> [45 days prior to the Final Approval Hearing]
f.	Deadline for Class Counsel to file the Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	<u> </u> [16 Court days prior to the Final Settlement Approval Hearing]
g.	Final Settlement Approval Hearing	<u> </u> , 2025 at <u> </u> a.m./p.m.
h.	Settlement Administrator to Provide an Accounting of Funds	<u> </u> [5 calendar days following the Effective Date of the Settlement]
i.	Deadline for Defendants to deposit the entire Maximum Settlement Amount under the Settlement, plus all employer-side payroll taxes to the Settlement Administrator	<u> </u> [10 calendar days following the day Defendants receives the Accounting of Funds from the Settlement Administrator]
j.	Deadline for Settlement Administrator to distribute payments to: (a) the Settlement Administrator; (b) the Labor and Workforce Development Agency; (c) Class Representative; and (d) Class Counsel, in the amount approved by the Court in the Final Approval. The Settlement Administrator shall also send to	<u> </u> [5 calendar days following receipt by the Settlement Administrator of the Maximum Settlement Amount]

	Participating Class Members their Individual Settlement Payments	
k.	Compliance Hearing	<u> </u> [240 calendar days following Effective Date of the Settlement]

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: _____

Hon. David E. Driscoll
San Bernardino County Superior Court Judge

Exhibit C

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

Antony Monterroso, individually and on behalf
of all similarly situated individuals,

Plaintiff,

vs.

Shiki Sushi, Teppan, Grill and Sport Bar,
Inc., a California corporation; **Noodle 77**
Restaurant Corp., a California corporation;
Tim Nguyen, an individual; and **Does 1-100**,
inclusive;

Defendants.

CASE NO. CIVSB2409818

[Assigned to Honorable David E. Driscoll,
Department S22]

CLASS ACTION

[PROPOSED] ORDER FINALLY
APPROVING CLASS AND PAGA ACTION
SETTLEMENT PURSUANT TO THE
TERMS OF JOINT STIPULATION RE:
CLASS AND PAGA ACTION
SETTLEMENT

Date: _____ [Reserved]
Time: _____
Dept.: _____

[PROPOSED] ORDER

Plaintiffs' Unopposed Motion for Final Approval of the proposed Settlement of this action on the terms set forth in the Joint Stipulation of Settlement (the "Settlement" or "Stipulation") came on for hearing on [REDACTED], 2025.

In conformity with California Rules of Court, Rule 3.769, with due and adequate notice having been given to Class Members (as defined in the Settlement Agreement), and having considered the supplemental declaration of the Settlement Administrator, Settlement Agreement, all of the legal authorities and documents submitted in support thereof, all papers filed and proceedings had herein, all oral and written comments received regarding the Settlement Agreement, and having reviewed the record in this litigation, and good cause appearing, the Court **GRANTS** final approval of the Settlement Agreement and orders and makes the following findings and determinations and enters final judgment as follows:

1. All terms used in this order shall have the same meanings given as those terms are used and/or defined in the parties' Settlement Agreement and Plaintiffs' Motion for Order Granting Final Approval of Class and PAGA Action Settlement. A copy of the Joint Stipulation of Settlement is attached to the Declaration of Elliot J. Siegel in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement as **Exhibit 1** and is made a part of this Order.¹

2. The Court has personal jurisdiction over the Parties to this litigation and subject matter jurisdiction to approve the Settlement Agreement and all exhibits thereto.

3. The previously certified Class, as further defined in the Settlement is as follows:

"All persons who were non-exempt hourly employees of Defendants in California from March 25, 2020 through March 27, 2025."

4. The Court deems this definition sufficient for the purpose of rule 3.765(a) of the California Rules of Court for the purpose of effectuating the Settlement.

5. The Court finds that an ascertainable class of [REDACTED] Participating Class Members exists and a well-defined community of interest exists on the questions of law and fact involved because in the context of the Settlement: (i) all related matters, predominate over any individual

¹ The Court previously granted preliminary approval of the Settlement on [REDACTED].

1 questions; (ii) the claims of the Plaintiff are typical of claims of the Class Members; and (iii) in
2 negotiating, entering into and implementing the Settlement, Plaintiff and Class Counsel have fairly
3 and adequately represented and protected the interest of the Class Members.

4 6. The Court finds that the Settlement Agreement has been reached as a result of
5 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have
6 conducted extensive litigation, investigation, and research, and their attorneys were able to
7 reasonably evaluate their respective positions over the course of this litigation.

8 7. The Court finds that the Settlement constitutes a fair, adequate, and reasonable
9 compromise of the Class' claims and will avoid additional and potentially substantial litigation
10 costs, as well as the delay and risks of the Parties if they were to continue to litigate the case. After
11 considering the monetary recovery provided as part of the Settlement in light of the challenges
12 posed by continued litigation, trial, and appeals, the Court concludes that Class Counsel secured
13 significant relief for Class Members.

14 8. The Court hereby approves the terms set forth in the Settlement Agreement and finds
15 that the Settlement is, in all respects, fair, adequate, and reasonable, consistent with all applicable
16 requirements of the California Code of Civil Procedure, the California and United States
17 Constitutions, including the Due Process clauses, the California Rules of Court, and any other
18 applicable law, and in the best interests of each of the Parties and Class Members.

19 9. The Court appoints Elliot J. Siegel and Julian Burns King of King & Siegel LLP and
20 Michael Y. Yadegaran of Avenue Law, APC as Class Counsel, and finds each of them to be
21 adequate, experienced, and well-versed in class action litigation.

22 10. The Court appoints Plaintiff as Class Representative and finds him to be adequate.

23 11. The Court is satisfied that [REDACTED], which functioned as the Settlement
24 Administrator, completed the distribution of Class Notice to the Class in a manner that comports
25 with California Rule of Court 3.766. The Class Notice informed the prospective Class Members of
26 the Settlement terms, their right to do nothing and receive their settlement share, their right to
27 submit a request for exclusion, their rights to comment on or object to the Settlement, and their
28 right to appear at the Final Approval and Fairness Hearing, and be heard regarding approval of the

1 Settlement and adequate periods of time to respond and to act were provided by each of these
2 procedures.

3 12. As part of administration, the Court notes that [REDACTED] Class Members filed written
4 objections to the Settlement as part of this notice process, and [REDACTED] Class Members filed a written
5 statement of intention to appear at the Final Approval and Fairness Hearing, and [REDACTED] Class
6 Member submitted a request for exclusion. The Class Member(s) who requested exclusion,
7 specifically [REDACTED], will not be bound by the Settlement and will not receive any portion of the
8 Net Settlement Amount, but will be bound by the PAGA Release to the extent they are Aggrieved
9 Employees under the Settlement.

10 13. The terms of the Settlement Agreement, including the Maximum Settlement
11 Amount of \$675,0000 and the allocation for determining Individual Settlement Payments, are fair,
12 adequate, and reasonable to the Class and to each Class Member, and the Courts grants final
13 approval of the Settlement set forth in the Settlement Agreement, subject to this Order.

14 14. The Court further approves the following distributions from the Maximum
15 Settlement Amount, which fall within the ranges stipulated by and through the Settlement
16 Agreement:

17 a. The \$225,000 amount, representing one-third of the Maximum Settlement
18 Amount, requested by Plaintiff and Class Counsel for the Class Counsel's attorneys' fees is
19 fair and reasonable in light of the benefit obtained for the Class. Class Counsel's fee request
20 is also supported by its lodestar cross-check, and the Court finds that Class Counsel's time
21 spent on the matter and hourly rates charged by the attorneys who worked on the matter are
22 fair and reasonable. The Court grants final approval of, awards, and orders the Class Counsel
23 fees payment to be made in accordance with the Settlement Agreement.

24 b. The Court awards Class Counsel \$[REDACTED] in litigation costs, which is an
25 amount which the Court finds to be reflective of the actual and reasonable costs incurred.
26 The Court grants final approval of Class Counsel's litigation expenses payment and orders
27 payment of this amount to be made in accordance with the Settlement Agreement.

1 c. The \$15,000 Class Representative incentive payment requested to the
2 Named Plaintiff is fair and reasonable. The Court grants final approval of the payment and
3 orders the payment to be made in accordance with the Settlement Agreement.

4 d. The amount of \$ [REDACTED] designated for payment to the Settlement
5 Administrator is fair and reasonable. The Court grants final approval of it and orders the
6 Parties to make the payment to the Settlement Administrator in accordance with the
7 Settlement Agreement.

8 e. The Court approves of the \$75,000.00 allocation assigned for claims under
9 the Labor Code Private Attorneys General Act of 2004, and orders 75% thereof (*i.e.*,
10 \$56,250.00) to be paid to the California Labor and Workforce Development Agency and
11 orders 25% thereof (*i.e.*, \$18,750.00) to be paid to alleged Aggrieved Employees in
12 accordance with the terms of the Settlement Agreement.

13 15. The Court orders the Parties to otherwise comply with, effectuate, and carry out all
14 terms and provisions of the Settlement Agreement, to the extent that the terms thereunder do not
15 contradict with this order, in which case the provisions of this order shall take precedence and
16 supersede the Settlement Agreement.

17 16. All Participating Class Members shall be bound by the Settlement and this order,
18 including the release of claims as set forth in the Settlement Agreement.

19 17. The Parties shall bear their own respective attorneys' fees and costs except as
20 otherwise provided in this order and the Settlement Agreement.

21 18. All checks mailed to the Class Members must be cashed within one hundred and
22 eighty (180) days after mailing.

23 19. Plaintiff shall file with the Court a report regarding the status of distribution no later
24 than fifty (50) days after all funds have been distributed.

25 20. All checks mailed to the Class Members must be cashed within 180 days of issuance
26 and will be negotiable through that date (the "Void Date"). Any envelope transmitting a settlement
27 distribution to a class member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT
28

CHECK IS ENCLOSED.” Uncashed checks remaining after the Void Date shall be escheated to the California State Unclaimed Property Fund to be held in the name of the Class Member.

21. No later than 10 days from this Order and Judgment, the Settlement Administrator shall give notice of this Judgment to Class Members pursuant to California Rules of Court, rule 3.771(b) by posting a copy of this Order and Final Judgment on its website assigned to this matter.

22. The Court retains continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court and Code of Civil Procedure section 664.6, solely for purposes of (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and (c) addressing such post-judgment matters as may be appropriate under court rules or applicable law.

23. This Final Judgment is intended to be a final disposition of the above-captioned action in its entirety and is intended to be immediately appealable. This final judgment resolves all claims released by the Settlement Agreement against Defendants.

24. The Court hereby sets a hearing date of [REDACTED], 202[REDACTED] at [REDACTED] for a hearing on the final accounting and distribution of the settlement funds. Counsel shall file with the Court a report regarding the status of distribution at least five days before the hearing and not more than 21 days after the Void Date.² Class Counsel shall also file with the report a proposed amended judgment that complies with C.C.P. § 384.5.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: _____

Hon. David E. Driscoll
San Bernardino County Superior Court Judge

² The report shall be in the form of a declaration from the Settlement Administrator and shall describe (i) the date the checks were mailed, (ii) the total number of checks mailed to class members, (iii) the average amount of those checks, (iv) the number of checks that remain uncashed, (v) the total value of those uncashed checks, (vi) the average amount of the uncashed checks, and (vii) the nature and date of the disposition of those unclaimed funds.

Exhibit D

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19 Abogados del demandante y de la clase putativa
20 [Asesoramiento adicional en la página siguiente]

21 **TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA**
22 **PARA EL CONDADO DE SAN BERNARDINO**

23 **Antony Monterroso** , individualmente y en
24 nombre de todas las personas en situación
25 similar,

26 Demandante,

27 vs.

28 **Shiki Sushi, Teppan, Grill and Sport Bar,**
29 **Inc.**, una corporación de California; **Shiki &**
30 **Noodle 77 Restaurant Corp.** , una corporación
31 de California, **Tim Nguyen** , un individuo; y
32 **edades 1 a 10**, inclusive ;

33 Demandados.

NÚMERO DE CASO CIVSB2409818

[Asignado al Honorable David E. Driscoll,
Departamento S22]

DEMANDA COLECTIVA

**ESTIPULACIÓN CONJUNTA DE
ACUERDO Y LIBERACIÓN DE LA
ACCIÓN COLECTIVA Y PAGA**

Caso presentado: 25 de marzo de 2024
Fecha del juicio: No hay fecha establecida

1 Elliot J. Siegel (Número de colegiado:
2 286798)
3 elliot@kingsiegel.com
4 Julian Burns King (Número de colegiado:
5 298617)
6 julian@kingsiegel.com
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17 teléfono: (310) 882-7960
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19 Abogados del demandante y de la clase putativa
20 [Asesoramiento adicional en la página siguiente]

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32 **edades 1 a 10**, inclusive ;

33 Demandados.

NÚMERO DE CASO CIVSB2409818

[Asignado al Honorable David E. Driscoll,
Departamento S22]

DEMANDA COLECTIVA

**ESTIPULACIÓN CONJUNTA DE
ACUERDO Y LIBERACIÓN DE LA
ACCIÓN COLECTIVA Y PAGA**

Caso presentado: 25 de marzo de 2024
Fecha del juicio: No hay fecha establecida

1 La presente Estipulación Conjunta de Transacción y Liberación de la Demanda Colectiva
2 y PAGA (el “Acuerdo” o “Acuerdo de Transacción”) se celebra entre el demandante Antony
3 Monterroso (el “Demandante” o “Representante de la Clase”), a título individual y en nombre de
4 todas las demás personas en situación similar, y los demandados Shiki Sushi, Teppan, Grill and
5 Sport Bar, Inc., Shiki & Noodle 77 Restaurant Corp. y Tim Nguyen, a título individual (en
6 conjunto, los “Demandados”). El demandante y los demandados podrán denominarse en el
7 presente documento como las «Partes», individualmente como una «Parte» o por sus nombres
8 designados.

9 Este Acuerdo está sujeto a la aprobación del Tribunal, de conformidad con las Reglas
10 Judiciales de California, Regla 3.769(c), (d) y (e), y se realiza con el único propósito de intentar
11 consumir la resolución de la Acción sobre una base colectiva sujeta a los siguientes términos y
12 condiciones.

13 El presente Acuerdo de Transacción será vinculante para el Demandante, la Clase de
14 Transacción y los Empleados Agraviados, por un lado, y los Demandados, por el otro, sujeto a los
15 términos y condiciones del presente y a la aprobación del Tribunal.

16 **RECITALES**

17 1. El demandante presentó su demanda el 25 de marzo de 2023 contra los demandados
18 ante el Tribunal Superior del Condado de San Bernardino. La demanda del demandante, titulada
19 *Antony Monterroso v. Shiki Sushi, Teppan, Grill and Sport Bar, Inc., et al.*, número de caso
20 CIVSB2409818 (“Acción”), establece las siguientes causas de acción colectiva : (1)
21 incumplimiento del pago del salario mínimo; (2) incumplimiento del pago de horas extras; (3)
22 incumplimiento de los periodos de comida o el pago de primas en su lugar; (4) incumplimiento de
23 los periodos de descanso o el pago de primas en su lugar; (5) incumplimiento de la obligación de
24 proporcionar y mantener registros precisos; (6) incumplimiento del reembolso de los gastos
25 comerciales necesarios; (7) sanciones de PAGA; y (8) prácticas comerciales ilegales, Código de
26 Comercio y Profesional de California, artículos 17200 y siguientes .

27 2. Los Demandados niegan todas las alegaciones sustanciales de la Demanda y han
28

1 presentado numerosas defensas, tanto afirmativas como de otro tipo, en respuesta a las demandas
2 colectivas, PAGA y a las individuales. Los Demandados sostienen haber cumplido con el Código
3 Laboral de California, el Código de Negocios y Profesiones de California, las Órdenes Salariales
4 de la IWC aplicables y todas las demás leyes federales y de California aplicables. No obstante,
5 han concluido que un litigio adicional sería prolongado y costoso, y que, además, desviaría sus
6 recursos de su misión principal. Por lo tanto, han concluido que es deseable que el litigio se
7 resuelva conforme a los términos y condiciones establecidos en esta Estipulación.

8 3. No obstante lo anterior y con el interés de evitar más litigios, las Partes desean
9 resolver total y definitivamente todas las reclamaciones reales o potenciales de clase, individuales
10 y PAGA alegadas en la Demanda operativa o que podrían haberse alegado en la Demanda
11 operativa y esta Acción.

12 4. El presente Acuerdo de Transacción se celebra entre el Demandante,
13 individualmente y en nombre de todos los demás Empleados Agraviados y Miembros de la Clase
14 de la Transacción, presuntamente en situación similar, por una parte, y los Demandados, por otra.
15 Este Acuerdo de Transacción está sujeto a los términos y condiciones del presente, así como a la
16 aprobación del Tribunal. Las Partes reconocen expresamente que este Acuerdo se celebra
17 únicamente con el fin de llegar a un acuerdo sobre las reclamaciones en disputa y que nada de lo
18 aquí contenido constituye una admisión de responsabilidad o irregularidad por parte de los
19 Demandados. Si, por cualquier motivo, el Acuerdo de Transacción no se aprueba, quedará sin
20 efecto y las Partes volverán a sus respectivas posiciones originales.

21 5. Las partes acuerdan cumplir los términos del Acuerdo de Transacción de buena fe
22 y respaldar plenamente el Acuerdo de Transacción y hacer todo lo posible para defenderlo de
23 cualquier impugnación legal, ya sea mediante apelación o ataque colateral.

24 6. El 25 de marzo de 2025, las Partes participaron en una jornada completa de
25 mediación con Steve Pearl (el «Mediador»), un reconocido mediador en el ámbito del derecho
26 laboral y las demandas colectivas por salarios y horas. Tras una jornada completa de mediación y
27 dos días de negociaciones adicionales, las Partes acordaron los términos principales de la demanda
28

1 colectiva y el acuerdo PAGA, y firmaron un Memorando de Acuerdo (MOA) que establece dichos
2 términos, los cuales se han ampliado en esta Estipulación.

3 7. Los Abogados de la Clase llevaron a cabo una investigación significativa durante
4 la tramitación de la Demanda. Esta investigación incluyó, entre otras cosas, (a) numerosas
5 conferencias telefónicas y por Zoom con el Demandante; (b) la inspección y el análisis de
6 numerosos documentos de nómina y pólizas , así como otra información presentada por el
7 Demandante y los Demandados; (c) el análisis de las posturas legales adoptadas por los
8 Demandados; (d) la investigación sobre la viabilidad del tratamiento colectivo de las
9 reclamaciones presentadas en la Demanda; (e) el análisis de los posibles daños a nivel de la clase,
10 incluyendo información suficiente para comprender las posibles defensas del Demandado a las
11 reclamaciones del Demandante; (f) la investigación de la legislación aplicable con respecto a las
12 reclamaciones presentadas en la Demanda y las posibles defensas; (g) la recopilación y el análisis
13 de datos para el cálculo de los daños; (h) la realización de conferencias telefónicas con posibles
14 testigos; y (i) la contratación de los servicios de un perito para analizar y preparar la exposición
15 del Demandado.

16 8. El extenso proceso de descubrimiento formal e informal realizado en este asunto,
17 así como las conversaciones entre los abogados, han sido suficientes para que el Representante y
18 los Abogados de la Clase comprendan cabalmente los fundamentos de sus posiciones y evalúen
19 los riesgos de continuar el litigio, así como el valor de las reclamaciones de la Clase del Acuerdo.
20 El proceso formal de descubrimiento e investigación realizado en esta Demanda, así como la
21 información intercambiada entre las Partes durante el proceso de descubrimiento y las
22 conversaciones para el acuerdo, son suficientes para evaluar con fiabilidad los fundamentos de
23 sus respectivas posiciones y llegar a un acuerdo justo y equitativo.

24 9. Las discusiones para llegar a un acuerdo antes, durante y después de la mediación
25 se llevaron a cabo en condiciones de igualdad y el acuerdo de la Acción es el resultado de un
26 análisis informado y detallado de la posible responsabilidad del Demandado en relación con los
27 costos y riesgos asociados con el litigio continuo.

1 10. El Demandante y los Abogados de la Clase consideran que las reclamaciones,
2 causas de acción, alegaciones y contenciones presentadas en la Demanda tienen mérito. Sin
3 embargo, el Demandante y los Abogados de la Clase reconocen y aceptan el gasto y la demora de
4 los largos procedimientos continuos necesarios para procesar la Demanda contra los Demandados
5 a través del juicio y las apelaciones. Los Abogados de la Clase han tomado en cuenta : 1) el
6 resultado incierto del litigio; 2) el riesgo de litigio continuo en acciones complejas como esta
7 demanda; 3) las dificultades y demoras inherentes a dicho litigio; 4) la posible dificultad de
8 obtener la certificación de la Demanda; y 5) el riesgo potencial de juzgar las reclamaciones de la
9 Clase. Los Abogados de la Clase son conscientes de los posibles problemas de prueba bajo, y las
10 posibles defensas a, las reclamaciones alegadas en la Demanda y el litigio de esas reclamaciones
11 a nivel de grupo.

12 11. Los Abogados de la Clase consideran que el Acuerdo Transaccional establecido en
13 este Acuerdo Transaccional otorga beneficios sustanciales al Demandante y a los Miembros de la
14 Clase, y que una revisión independiente de este Acuerdo Transaccional por parte del Tribunal
15 durante el proceso de aprobación confirmará esta conclusión. Con base en su propia investigación
16 y evaluación independientes, los Abogados de la Clase han determinado que el Acuerdo
17 Transaccional establecido en la Estipulación beneficia al Demandante y a los Miembros de la
18 Clase.

19 12. Basado en los datos y documentos producidos durante el descubrimiento formal e
20 informal y en respuesta a la solicitud de registros de las secciones 226 y 1198.5 del Código Laboral
21 del Demandante, la propia investigación y evaluación independiente del Abogado de la Clase y
22 los esfuerzos del Mediador, el Abogado de la Clase cree que el acuerdo del Demandante con los
23 Demandados por la contraprestación proporcionada y en los términos establecidos en este
24 Acuerdo de Transacción es justo, razonable y adecuado, y es en el mejor interés de los Miembros
25 de la Clase a la luz de todos los hechos y circunstancias conocidos, incluido el riesgo de demora
26 significativa e incertidumbre asociada con el litigio, varias defensas afirmadas por los
27 Demandados, las cuestiones legales y fácticas controvertidas involucradas y los posibles
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1 problemas de apelación.

2 DEFINICIONES

3 Las siguientes definiciones son aplicables al presente Acuerdo Estipulado. Las
4 definiciones contenidas en otras partes del presente Acuerdo también serán efectivas:

5 13. “Acción” significa *Antony Monterroso v. Shiki Sushi, Teppan, Grill and Sport Bar,*
6 *Inc., et. al* , caso del condado de San Bernardino número CIVSB2409818 .

7 14. “ **Empleados Agraviados**” significa aquellos Miembros de la Clase que trabajaron
8 para los Demandados dentro del **Período PAGA** .

9 15. “ **Honorarios y Costos de los Abogados de la Clase** ” significa los honorarios de
10 abogados acordados por las Partes y aprobados por el Tribunal para el litigio y la resolución de
11 esta Acción por parte de los Abogados de la Clase. Los Honorarios y Costos de los Abogados de
12 la Clase incluirán todos los costos incurridos y a incurrir por los Abogados de la Clase en la
13 Acción, incluidos, entre otros, los costos asociados con la documentación del Acuerdo, la
14 obtención de la aprobación del Acuerdo por parte del Tribunal, la respuesta a cualquier objeción
15 al acuerdo y las apelaciones que surjan de este, la administración del Acuerdo y la obtención de
16 la entrada de una Sentencia que termine esta Acción, y los gastos de cualquier experto. Los
17 Abogados de la Clase solicitarán honorarios de abogados que no excedan un tercio del Monto
18 Máximo del Acuerdo (*es decir*, hasta Doscientos Veinticinco Mil Dólares y Cero Centavos
19 (\$225,000.00)). Los honorarios y costos de los abogados de la Clase también incluirán el
20 reembolso adicional de los costos razonables reales incurridos por los abogados de la Clase en
21 relación con el litigio y la resolución de la demanda, hasta veinticinco mil dólares y cero centavos
22 (\$25,000.00), sujeto a la aprobación del Tribunal. Los demandados acuerdan no oponerse a la
23 solicitud de honorarios y reembolso de costos de los abogados de la Clase, según lo establecido
24 anteriormente.

25 16. “ **Administrador del Acuerdo** ” se refiere a un administrador externo de
26 reclamaciones de acuerdos de demanda colectiva, seleccionado por las Partes y aprobado por el
27 Tribunal para la administración de este Acuerdo. Las Partes declaran que no seleccionarán a un
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Administrador del Acuerdo con el que alguna de ellas tenga intereses financieros u otra relación que pueda generar un conflicto de intereses.

17. “ **Costos de Administración del Acuerdo** ” se refiere a los costos pagaderos al Administrador del Acuerdo, con cargo al Monto Máximo del Acuerdo, para la administración de este Acuerdo, incluyendo, entre otros, la impresión, distribución y seguimiento de los documentos del Acuerdo, el cálculo de los montos estimados por Miembro de la Clase, la declaración de impuestos, la distribución de los montos correspondientes del Acuerdo y la presentación de los informes y declaraciones necesarios, así como otras obligaciones y responsabilidades establecidas en el presente para la tramitación de este Acuerdo, según lo soliciten las Partes. Los Costos de Administración del Acuerdo se pagarán con cargo al Monto Máximo del Acuerdo y no excederán los \$15,000.

18. “ **Abogados de la Clase** ” significa Elliot J. Siegel de King & Siegel LLP y Michael Y. Yadegaran de Avenue Law, APC.

19. “ **Lista de la Clase** ” se refiere a una lista completa de todos los Miembros de la Clase que los Demandados recopilarán diligentemente de sus registros y proporcionarán al Administrador del Acuerdo dentro de los 5 días calendario posteriores a la Aprobación Preliminar de este Acuerdo . La Lista de la Clase se presentará en una hoja de cálculo legible de Microsoft Office Excel e incluirá, en la medida en que esté en posesión de los Demandados o sus agentes, los nombres de los Miembros de la Clase; sus últimas direcciones conocidas; sus últimos números de teléfono conocidos; sus últimas direcciones de correo electrónico conocidas; sus números de seguro social; sus fechas de inicio y fin de empleo; el número de semanas trabajadas por cada Miembro de la Clase durante el Período de la Clase; y el número de períodos de pago trabajados por cada Empleado Agraviado durante el Período PAGA.

20. “ **Miembro(s) de la Clase** ” o “ **Clase del Acuerdo** ” o la “ **Clase** ” significa “*Todas las personas que fueron empleados por hora no exentos de los Demandados en California desde el 25 de marzo de 2020 hasta el 27 de marzo de 2025*”. Con base en una revisión de los registros del Demandado, el Demandante calcula que hay aproximadamente 385 Miembros de la Clase que

1 fueron empleados por no más de 18,524 períodos de trabajo semanales registrados durante el
2 Período de la Clase, lo que corresponde a aproximadamente 13,247 semanas laborales reales.

3 21. “ **Periodo de la Clase** ” se refiere al período comprendido entre el 25 de marzo de
4 2020 y *el 27 de marzo de 2025*. Los Demandados han declarado que hay menos de 385 Miembros
5 de la Clase que estuvieron empleados durante no más de 18,524 períodos de trabajo semanales
6 registrados durante el Período de la Clase, lo que el Demandante calcula que corresponde a
7 aproximadamente 13,247 semanas laborales reales. El Demandante se ha basado en estas
8 declaraciones sustanciales con respecto al número de Miembros de la Clase y los períodos de
9 trabajo semanales al celebrar este MOU. Si el número de Miembros de la Clase del Acuerdo o los
10 períodos de trabajo semanales registrados aumenta, la GSA aumentará en un 1% por cada
11 porcentaje de aumento sobre esta declaración.

12 22. “ **Representantes de la Clase** ” significa el Demandante Antony Monterroso,
13 quien buscará ser designado como representante de la Clase del Acuerdo.

14 23. “ **Pago de Mejora al Representante de la Clase** ” se refiere a las cantidades que
15 se pagarán al Demandante en reconocimiento a su esfuerzo y labor en la tramitación de la
16 Demanda en nombre de los Miembros de la Clase y en la negociación del Acuerdo. Los
17 Demandados acuerdan no disputar que se pagará al Representante de la Clase, sujeto a la
18 aprobación del Tribunal, hasta quince mil dólares y cero centavos (\$15,000.00) del Monto
19 Máximo del Acuerdo por sus servicios en nombre de la Clase, sujeto a la aprobación final del
20 Tribunal de este Acuerdo Transaccional y al agotamiento de todas las apelaciones. Si el Tribunal
21 reduce el Pago de Mejora al Representante de la Clase , dicha reducción se revertirá al Acuerdo
22 Neto distribuido a los Miembros de la Clase Participantes.

23 24. “**Tribunal**” significa el Tribunal Superior de California, Condado de San
24 Bernardino.

25 25. “**Demandados**” significa Shiki Sushi, Teppan, Grill and Sport Bar, Inc., Shiki &
26 Noodle 77 Restaurant Corp. y Tim Nguyen.

27 26. “**Fecha Eficaz**” significa la fecha en la que el acuerdo incorporado en este Acuerdo
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de Transacción entrará en vigor y es la fecha posterior a la ocurrencia de todos los siguientes eventos: (i) este Acuerdo de Transacción ha sido ejecutado por el Demandante y los Demandados; (ii) el Tribunal ha dado la Aprobación Preliminar al Acuerdo, incluyendo la aprobación de una Clase de Transacción provisional; (iii) se ha notificado a los supuestos miembros de la Clase de Transacción, brindándoles la oportunidad de objetar los términos del Acuerdo o de renunciar a él; y (iv) (1) el Tribunal ha celebrado una audiencia formal de imparcialidad y, al no haber escuchado objeciones al Acuerdo, ha dado la Aprobación Final al Acuerdo, incluyendo la emisión de una orden y sentencia finales que certifiquen la Clase y aprueben este Acuerdo de Transacción; o (2) en caso de que se presenten objeciones orales o escritas antes o durante la audiencia formal de imparcialidad que no se retiren o denieguen posteriormente, el último de los siguientes eventos: (a) cinco (5) días hábiles después de que haya transcurrido el período para presentar cualquier apelación, recurso u otro procedimiento de apelación que se oponga a la Aprobación Final del Acuerdo por parte del Tribunal sin que se haya presentado ninguna apelación, recurso u otro procedimiento de apelación; o (b) hayan transcurrido cinco (5) días hábiles después de la desestimación o resolución final y concluyente de cualquier apelación, recurso u otro procedimiento de apelación que se oponga al Acuerdo, sin derecho a buscar más recursos o reparaciones de apelación.

27. “ **Pago de Clase Individual** ” significa la parte de cada Miembro de la Clase Participante del Monto Neto del Acuerdo, que se distribuirá entre los Miembros de la Clase que no presenten una Solicitud de Exclusión válida, y se pagará sin la necesidad de presentar un reclamo.

28. “ **Pago Individual PAGA** ” se refiere a la parte proporcional que corresponde a cada Empleado Agraviado del 25% del Pago de la Agencia de Trabajo y Desarrollo Laboral (TLDA) asignado a los Empleados Agraviados. Los Empleados Agraviados recibirán su Pago Individual PAGA independientemente de si presentan una Solicitud de Exclusión válida.

29. “ **Pago de la Agencia de Trabajo y Desarrollo de la Fuerza Laboral** ” se refiere al monto que las Partes han acordado que los Demandados pagarán en relación con la Ley de

1 Abogados Generales Privados del Código Laboral de 2004 (Código Laboral de California, §§
2 2698 y siguientes (“PAGA”)) del Demandante. Las Partes han acordado que Setenta y Cinco Mil
3 Dólares y Cero Centavos (\$75,000.00) del Monto Máximo del Acuerdo se asignarán a la
4 resolución de las reclamaciones de los Empleados Agraviados derivadas de PAGA (“Monto del
5 Acuerdo PAGA”). De conformidad con PAGA, el setenta y cinco por ciento (75 %), o cincuenta
6 y seis mil doscientos cincuenta dólares y cero centavos (\$56 250,00), del monto del acuerdo de
7 PAGA se pagará a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California
8 (“LWDA”), y el veinticinco por ciento (25 %), o dieciocho mil setecientos cincuenta dólares y
9 cero centavos (\$18 750,00), del monto del acuerdo de PAGA se pagará a los miembros de la clase,
10 como empleados presuntamente agraviados, como parte del monto neto del acuerdo.

11 30. “ **Monto Máximo del Acuerdo** ” significa el monto máximo del acuerdo de
12 seiscientos setenta y cinco mil dólares y cero centavos (\$675,000.00) que los Demandados deberán
13 pagar como pago total de todas las reclamaciones derivadas de la Demanda. El Monto Máximo
14 del Acuerdo incluirá todos los Pagos Individuales de la Clase a los Miembros Participantes de la
15 Clase, los Pagos Individuales de PAGA, el Pago de Mejora al Representante de la Clase, los
16 Costos de Administración del Acuerdo al Administrador del Acuerdo, el Pago a la Agencia de
17 Desarrollo Laboral y de la Fuerza Laboral (LADA), y los Honorarios y Costos de los Abogados
18 de la Clase. Los Demandados acuerdan que son responsables de los impuestos sobre la nómina
19 del lado del empleador, que no están incluidos en el Monto Máximo del Acuerdo y deben pagarse
20 además de este. El Monto Máximo del Acuerdo no es reversible.

21 31. “ **Monto Neto del Acuerdo** ” se refiere a la parte del Monto Máximo del Acuerdo
22 restante tras deducir el Pago de Mejora para Representante de la Clase aprobado, los Costos de
23 Administración del Acuerdo, el Pago de la Agencia de Desarrollo Laboral y Laboral (EDL), y los
24 Honorarios y Costos de los Abogados de la Clase. El Monto Neto del Acuerdo se distribuirá entre
25 los Miembros Participantes de la Clase y el Pago Individual PAGA.

26 32. “ **Notificación de Objeción** ” se refiere a la objeción escrita válida y oportuna de
27 un Miembro de la Clase al Acuerdo de Transacción. Para que la Notificación de Objeción sea
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válida, debe incluir: (a) el nombre completo, la firma, la dirección, el número de teléfono y los últimos cuatro dígitos de su número de seguro social; (b) las fechas en que el objetor trabajó para los Demandados en California; (c) una declaración escrita de todos los motivos de la objeción, acompañada de cualquier respaldo legal que la sustente; y (d) copias de cualquier escrito, escrito u otros documentos en los que se base la objeción.

33. “ **Paquete de notificación** ” o “ **Notificación** ” significa la Notificación de acuerdo de demanda colectiva y el Formulario de acciones, sustancialmente en el formato adjunto como **Anexo A**.

34. “ **Período PAGA** ” se extenderá desde el 25 de marzo de 2023 hasta *27 de marzo de 2025* .

35. “ **Partes** ” significa el demandante y los demandados, colectivamente.

36. “ **Miembros de la Clase Participantes** ” significa todos los Miembros de la Clase que no presenten Solicitudes de Exclusión válidas y oportunas.

37. “ **Demandante** ” o “ **Demandante nombrado** ” o “ **Representante de la clase** ” significa Antony Monterroso.

38. “ **Aprobación Preliminar** ” significa la orden del Tribunal que otorga la aprobación preliminar del Acuerdo en una orden sustancialmente en la misma forma que la orden adjunta como **Anexo B**.

39. “ **Aprobación final** ” significa que el Tribunal otorga la aprobación final del Acuerdo y emite una sentencia final en una orden sustancialmente en la misma forma que la orden adjunta como **Anexo C**.

40. “ **Reclamaciones Liberadas** ” significa aquellas reclamaciones alegadas en la Demanda o que razonablemente podrían haberse alegado con base en las alegaciones fácticas contenidas en la demanda operativa o carta de LWDA, incluyendo pero no limitado a todas las siguientes reclamaciones de alivio: (1) falta de pago de salarios mínimos; (2) falta de pago de salarios de horas extras; (3) falta de proporcionar períodos de comida o pago premium en su lugar; (4) falta de proporcionar períodos de descanso o pago premium en su lugar; (5) falta de

1 proporcionar y mantener registros precisos; (6) falta de reembolso de gastos comerciales
2 necesarios; (7) Sanciones PAGA; y (8) Prácticas Comerciales Ilícitas. Es la intención de las Partes
3 que la sentencia dictada por el Tribunal tras la Aprobación Final del Acuerdo tenga efecto de *res*
4 *judicata* y/o estoppel colateral y sea definitiva y vinculante para el Demandante y todos los
5 Miembros de la Clase Participantes con respecto a todas las Reclamaciones Liberadas. La
6 Liberación solo entrará en vigor en la última de las dos fechas: la Fecha de Entrada en Vigor y la
7 financiación completa del MSA por parte de los Demandados.

8 41. “**Período de liberación**” significa el período comprendido entre el 25 de marzo de
9 2020 y el 27 de marzo de 2025.

10 42. “**Reclamaciones PAGA Liberadas**” se refiere a la liberación de las reclamaciones
11 de los Empleados Agraviados por sanciones civiles en virtud de PAGA, alegadas en la Queja o la
12 carta de la LWDA, o que razonablemente podrían haberse alegado con base en las alegaciones
13 fácticas contenidas en la Queja Operativa y el Aviso PAGA. Las Reclamaciones PAGA Liberadas
14 se liberarán durante el Período de Liberación de PAGA. Ningún Empleado Agraviado podrá
15 renunciar a la Liberación de PAGA y estará sujeto a esta Liberación, independientemente de si
16 cobra su Pago Individual PAGA. La Liberación solo entrará en vigor a partir de la Fecha de
17 Entrada en Vigor y del momento en que los Demandados hayan financiado completamente el
18 MSA.

19 43. “**Período de liberación de PAGA**” significa el período comprendido entre el 25
20 de marzo de 2023 y el 27 de marzo de 2025 .

21 44. “**Partes Liberadas**” significará cada Demandado, y sus funcionarios y
22 propietarios, según corresponda.

23 45. “**Solicitud de Exclusión** ” se refiere a una carta presentada oportunamente por un
24 Miembro de la Clase indicando una solicitud para ser excluido del Acuerdo. La Solicitud de
25 Exclusión debe: (a) estar firmada por el Miembro de la Clase; (b) contener el nombre, la dirección,
26 el número de teléfono y los últimos cuatro dígitos del Número de Seguro Social del Miembro de
27 la Clase que solicita la exclusión; (c) indicar claramente que el Miembro de la Clase recibió la
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1 Notificación, no desea participar en el Acuerdo y desea ser excluido del mismo; (d) ser devuelta
2 por correo de primera clase o equivalente al Administrador del Acuerdo a la dirección
3 especificada; y, (e) tener matasellos de la Fecha Límite de Respuesta o anterior. La fecha del
4 matasellos en el sobre de devolución será el único medio para determinar si una Solicitud de
5 Exclusión se ha presentado a tiempo. Un Miembro de la Clase que no solicite la exclusión del
6 Acuerdo será considerado un Miembro de la Clase Participante y estará obligado por todos los
7 términos del Acuerdo, si el Tribunal otorga la Aprobación Final del Acuerdo.

8 46. **"Fecha límite Para Responder"** significa la fecha límite en la que los Miembros
9 de la Clase deben enviar por correo al Administrador del Acuerdo, Solicitudes de Exclusión o
10 presentar y notificar objeciones al Acuerdo. La Fecha límite de respuesta será de 30 días
11 calendario a partir del envío inicial del Paquete de notificación por parte del Administrador del
12 Acuerdo, a menos que el día 30 caiga en domingo o feriado federal, en cuyo caso la Fecha límite
13 de respuesta se extenderá hasta el siguiente día en que el Servicio Postal de los EE. UU. esté
14 abierto. La Fecha límite de respuesta para objeciones o solicitudes de exclusión se extenderá
15 quince (15) días calendario para cualquier Miembro de la Clase a quien el Administrador del
16 Acuerdo le vuelva a enviar un Paquete de notificación, a menos que el día 15 ^{caiga} en domingo o
17 feriado federal, en cuyo caso la Fecha límite de respuesta se extenderá hasta el siguiente día en
18 que el Servicio Postal de los EE. UU. esté abierto. La Fecha límite de respuesta también puede
19 extenderse por acuerdo expreso entre los Abogados de la Clase y los Demandados. Sin embargo,
20 bajo ninguna circunstancia el Administrador del Acuerdo tendrá la autoridad para extender la
21 fecha límite para que los Miembros de la Clase presenten una Solicitud de Exclusión u objeción
22 al Acuerdo que no sea lo aquí dispuesto.

23 47. **"Acuerdo "** o **" Estipulación "** significa el acuerdo de las Partes para resolver la
24 Acción en los términos y condiciones establecidos en este Acuerdo de Transacción.

25 48. **"Semanas Laborales"** se refiere al número de semanas trabajadas por cada
26 Miembro de la Clase como empleado no exento durante el Periodo de la Clase. Las semanas
27 laborales se determinan calculando el número de días que cada Miembro de la Clase trabajó
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1 durante el Periodo de la Clase y dividiéndolo entre siete (7). Las semanas laborales parciales no
2 se contabilizarán, lo que significa que las semanas laborales incompletas se redondearán hacia
3 abajo; sin embargo, a un Miembro de la Clase que haya trabajado solo un día durante el Periodo
4 de la Clase se le acreditará haber trabajado una semana laboral a efectos del Acuerdo.

5 **CERTIFICACIÓN DE CLASE**

6 49. Únicamente a efectos de la resolución de la Demanda, las Partes estipulan y
7 acuerdan que se han cumplido y se cumplen los requisitos para establecer la certificación de la
8 demanda colectiva con respecto a la Clase del Acuerdo. Si el Tribunal no aprueba el Acuerdo, los
9 Demandados conservan todos los derechos y oportunidades para impugnar la certificación de la
10 demanda colectiva en todas las cuestiones de la Demanda. Más específicamente, las Partes
11 estipulan y acuerdan, únicamente a efectos de este Acuerdo, que:

12 a. La Clase de Acuerdo es determinable y tan numerosa que hace imposible unir a
13 todos los Miembros de la Clase;

14 b. Existen cuestiones comunes de derecho y de hecho, incluidas, entre otras, las
15 siguientes:

16 i. Si los Demandados tienen una política y/o práctica común de
17 redondear los registros de tiempo de los empleados no exentos en detrimento de dichos
18 empleados;

19 ii. Si los Demandados ilegalmente y/o deliberadamente no
20 compensaron al Demandante y a los Miembros de la Clase con un salario mínimo por todas las
21 horas trabajadas como resultado de sus políticas de redondeo;

22 iii. Si los Demandados ilegalmente y/o deliberadamente no
23 compensaron al Demandante y a los Miembros de la Clase los salarios de horas extras requeridos
24 como resultado de sus políticas de redondeo;

25 iv. Si los Demandados tienen una política y/o práctica común
26 mediante la cual implementaron una “deducción automática” de 30 minutos para los empleados
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1 por los períodos de comida, independientemente de si los empleados tomaron un período de
2 comida o de su duración real;

3 v. Si la política y la práctica de deducción automática del demandado
4 privan ilegalmente a los empleados de los salarios ganados;

5 vi. Si los Demandados tenían una política y/o práctica común de
6 privar al Demandante y a los Miembros de la Clase de períodos de comida y/o descanso fuera
7 de servicio que cumplieran con las normas;

8 vii. Si los Demandados privaron ilegal y/o deliberadamente al
9 Demandante y a los Miembros de la Clase de períodos de comida y/o descanso fuera de servicio
10 que cumplieran con las normas;

11 viii. Si los demandados pagaron al demandante y a los miembros de la
12 clase todos los salarios premium requeridos por los períodos de comida y/o descanso que no
13 cumplieron con las normas;

14 ix. Si los Demandados tenían una política y/o práctica común de no
15 mantener registros de nómina precisos en el Estado de California;

16 x. Si los demandados pagaron al demandante y a los miembros de la
17 clase todos los gastos comerciales incurridos en el desempeño de sus funciones;

18 xi. Si el acusado ilegalmente y/o deliberadamente no mantuvo
19 registros de nómina precisos en el estado de California;

20 xii. Si los Demandados tenían una política y/o práctica de no
21 proporcionar declaraciones de salario precisas que reflejaran las horas trabajadas y los salarios
22 ganados al Demandante y a los Miembros de la Clase;

23 xiii. Si los Demandados ilegalmente y/o deliberadamente no
24 proporcionaron declaraciones de salario precisas que reflejaran las horas trabajadas y los salarios
25 ganados al Demandante y a los Miembros de la Clase;

26 xiv. Si los Demandados tenían una política y/o práctica de no pagar los
27 salarios a tiempo durante el empleo en violación de los artículos 204 y 210 del Código Laboral.
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xv. Si los Demandados tenían una política y/o práctica de no pagar al Demandante y a los Miembros de la Clase los salarios finales adeudados al momento de la terminación;

xvi. Si los Demandados ilegalmente y/o deliberadamente no pagaron con prontitud la compensación debida al Demandante y a los Miembros de la Clase tras la finalización del empleo en violación de los Artículos 201, 202 y 203 del Código Laboral;

xvii. Si el demandante y los miembros de la clase sufrieron daños como resultado de cualquiera de las violaciones antes mencionadas y, de ser así, la medida adecuada de esos daños, incluidos intereses, multas, costos, honorarios de abogados y compensación equitativa;

xviii. Si los Demandados violaron la Ley de Competencia Desleal, Cal. Bus. & Prof. Code § 17200, et seq., al violar las disposiciones legales anteriores; y

xix. Si los Demandados violaron la Ley de Competencia Desleal, Código Comercial y Profesional de California § 17200, et seq., al tratar al Demandante y a los Miembros de la Clase injustamente al privándolos de períodos de descanso y/o comida, al no brindarles una compensación en lugar de períodos de comida y/o descanso, al no reembolsarles los gastos comerciales incurridos en el desempeño de sus funciones, al no pagar los salarios al momento de la terminación, al no proporcionar declaraciones de salario detalladas precisas y oportunas al momento del pago de los salarios y al no pagar toda la compensación adeudada al momento del despido.

c. Que las reclamaciones del Representante de la Clase son típicas de las reclamaciones de los miembros de la Clase del Acuerdo.

d. Que el Representante de la Clase y el Abogado de la Clase protegerán de manera justa y adecuada los intereses de la Clase del Acuerdo.

e. Que la interposición de demandas separadas por parte de miembros individuales de la Clase de Acuerdo crearía el riesgo de resoluciones inconsistentes o variables, lo que establecería estándares de conducta incompatibles.

f. Que las cuestiones de derecho y de hecho comunes a los miembros de la Clase de Acuerdo predominan sobre cualquier cuestión que afecte a cualquier miembro individual de dicha Clase, y que una acción colectiva es superior a otros medios disponibles para la resolución justa y eficiente de la controversia.

g. Las Partes acuerdan que esta estipulación relativa a la certificación de la demanda colectiva tiene como único propósito facilitar la aprobación del acuerdo. Si el Tribunal finalmente deniega la aprobación del acuerdo, las Partes acuerdan que los Demandados sostienen y tienen derecho a alegar que la certificación de la demanda colectiva, para todas las cuestiones aquí enumeradas, es indebida, basándose en todas las defensas disponibles para los Demandados antes de la ejecución de esta Estipulación.

TÉRMINOS DEL ACUERDO

AHORA, POR LO TANTO, en consideración de los convenios, promesas y acuerdos mutuos aquí establecidos, las Partes acuerdan, sujeto a la aprobación del Tribunal, lo siguiente:

50. Financiación del Monto Máximo del Acuerdo. Dentro de los cinco (5) días calendario siguientes a la Fecha de Entrada en Vigor, el Administrador del Acuerdo proporcionará a las Partes un informe de los montos que deberán pagar los Demandados de conformidad con los términos del Acuerdo. Dentro de los diez (10) días siguientes a la recepción del informe final de fondos por parte del Administrador del Acuerdo, los Demandados realizarán el depósito requerido del Monto Máximo del Acuerdo por un monto de \$675,000 (el "Monto Máximo del Acuerdo").¹

51. Dentro de los cinco días calendario siguientes a la financiación del Monto Máximo del Acuerdo, el Administrador del Acuerdo emitirá los pagos a: (a) el Representante de la Clase; (b) el Abogado de la Clase; (c) los Miembros Participantes de la Clase; (d) la Agencia de Desarrollo Laboral y de la Fuerza Laboral; y (e) el Administrador del Acuerdo.

52. Honorarios y Costos de los Abogados de la Clase. Los Demandados acuerdan no

¹Este pago se depositará en un Fondo de Liquidación Calificado que establecerá el Administrador del Acuerdo y se mantendrá en fideicomiso hasta la aprobación final del Acuerdo. Si por cualquier motivo no se aprueba, los Demandados tendrán derecho a la devolución de este depósito dentro de los 30 días siguientes a dicho evento.

1 oponerse ni impedir ninguna solicitud o moción de los Abogados de la Clase para el pago de sus
2 Honorarios y Costos por hasta un tercio del Monto Máximo del Acuerdo, o \$225,000.00, más el
3 reembolso de los costos y gastos razonables reales incurridos en relación con el litigio y la
4 conciliación de la Demanda por parte de los Abogados de la Clase, hasta un máximo de
5 Veinticinco Mil Dólares y Cero Centavos (\$25,000), ambos abonados con cargo al Monto Máximo
6 del Acuerdo.

7 53. Pago de Mejora al Representante de la Clase. En reconocimiento a sus esfuerzos y
8 trabajo en la tramitación de la Acción en nombre de los Miembros de la Clase y los Empleados
9 Agraviados y en la negociación del Acuerdo, los Demandados acuerdan no oponerse ni impedir
10 ninguna solicitud o moción de un Pago de Mejora al Representante de la Clase de hasta un total
11 de Quince Mil Dólares y Cero Centavos (\$15,000.00) al Representante de la Clase, sujeto a la
12 aprobación del Tribunal. El Pago de Mejora al Representante de la Clase, que se pagará del Monto
13 Máximo del Acuerdo, es adicional al pago al que tiene derecho como Miembro de la Clase del
14 Acuerdo o al que tiene derecho como parte del Pago Individual de la Clase del Demandante. El
15 Representante de la Clase estará obligado por una liberación completa de la Sección 1542 y
16 renuncia a todas las reclamaciones conocidas y desconocidas, sin excepción, contra las "Partes
17 Liberadas", excepto según lo prohíba la ley. La Liberación solo entrará en vigor una vez que los
18 Demandados financien el Monto Bruto del Acuerdo.

19 54. Costos de Administración del Acuerdo. El Administrador del Acuerdo recibirá el
20 pago de los costos razonables de administración del Acuerdo y la distribución de los pagos del
21 Monto Máximo del Acuerdo, cuyo límite máximo es de \$15,000.00. Estos costos, que se pagarán
22 con cargo al Monto Máximo del Acuerdo, incluirán, por ejemplo, los costos incurridos para la
23 declaración de impuestos requerida sobre los Pagos Individuales de la Clase, la emisión de los
24 Formularios W-2 y 1099 del IRS, la distribución del Paquete de Notificación, el cálculo de las
25 semanas laborales de los Miembros de la Clase, el cálculo y la distribución del Monto Máximo
26 del Acuerdo y los Honorarios y Costos de los Abogados de la Clase, y la presentación de los
27 informes y declaraciones necesarios.

1 55. Pago a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral . Sujeto a la
2 aprobación del Tribunal, las Partes acuerdan que la cantidad de Setenta y Cinco Mil Dólares y
3 Cero Centavos (\$75,000.00) del Monto Máximo del Acuerdo se destinará a la satisfacción de las
4 reclamaciones PAGA del Demandante y los Miembros de la Clase. De conformidad con PAGA,
5 el Setenta y Cinco por Ciento (75%), o Cincuenta y Seis Mil Doscientos Cincuenta Dólares y Cero
6 Centavos (\$56,250.00), se pagará a la LWDA, y el Veinticinco por Ciento (25%), o Dieciocho
7 Mil Setecientos Cincuenta Dólares y Cero Centavos (\$18,750.00), se distribuirá a los Empleados
8 presuntamente Agraviados. Los Abogados de la Clase serán responsables de notificar a la LWDA
9 sobre este Acuerdo.

10 56. Importe neto de liquidación. “Monto neto del acuerdo” significará el monto
11 máximo del acuerdo *menos* los costos de administración del acuerdo, los honorarios y costos de
12 los abogados de la clase, el pago de mejora al representante de la clase, la parte del pago de la
13 Agencia de Desarrollo Laboral y de la Fuerza Laboral que se pagará a la LWDA y el pago
14 individual de PAGA .

15 57. Disminución de los Costos de Administración del Acuerdo . Cualquier parte de los
16 Costos de Administración del Acuerdo estimados o designados que no sea necesaria para cubrir
17 el total de los Costos de Administración del Acuerdo se incluirá en el Monto Neto del Acuerdo.

18 58. Cálculo de los Pagos Individuales de la Clase y de los Pagos Individuales de PAGA
19 . Los Pagos Individuales de la Clase se calcularán y prorratarán a partir del Monto Neto del
20 Acuerdo, con base en las semanas de trabajo trabajadas por cada Miembro Participante de la Clase
21 durante el Período de la Clase. Los Pagos Individuales de PAGA se calcularán y prorratarán por
22 separado de la parte del monto de PAGA destinada a los Empleados Agraviados. Los cálculos
23 específicos de los Pagos Individuales de la Clase y de los Pagos Individuales de PAGA se
24 realizarán de la siguiente manera:

25 a. El Administrador del Acuerdo calculará el número de semanas laborales por
26 Miembro de la Clase Participante durante el Período de la Clase, basándose en los registros
27 que el Demandado posee, custodia o controla. Las semanas laborales se determinan
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1 identificando cada semana que un empleado realmente trabajó, según los datos de registro
2 horario y/o nómina del Demandado. A un Miembro de la Clase que solo trabajó un día
3 durante el Período de la Clase se le acreditará una semana laboral a efectos del Acuerdo .

4 ²Las semanas laborales parciales no se contabilizarán, lo que significa que las semanas
5 laborales incompletas se redondearán hacia abajo.

6 b. El Administrador del Acuerdo calculará el total de semanas laborales para
7 todos los Miembros de la Clase del Acuerdo sumando la cantidad de semanas laborales
8 trabajadas por cada Miembro de la Clase del Acuerdo durante el Período de la Clase.

9 c. Las semanas laborales respectivas de cada miembro de la clase del acuerdo
10 se dividirán por el total de semanas laborales de cada miembro de la clase del acuerdo, lo
11 que dará como resultado la proporción de pago para cada miembro de la clase del acuerdo.

12 d. Luego, la proporción de pago de cada miembro de la clase del acuerdo se
13 multiplicará por el monto neto del acuerdo para calcular los pagos individuales estimados
14 de la clase de cada miembro de la clase del acuerdo .

15 e. Utilizando los Datos de la Clase, el Administrador del Acuerdo calculará el
16 número total de periodos de pago en el Periodo PAGA y dividirá el número de periodos
17 de pago elegibles de cada Empleado Agraviado en dicho Periodo para determinar su parte
18 prorrateada del pago PAGA asignado a los Empleados Agraviados. Los periodos de pago
19 parciales no se contabilizarán, lo que significa que los periodos de pago incompletos se
20 redondearán a la baja; sin embargo, a un Empleado Agraviado que haya trabajado solo un
21 día durante el Periodo PAGA se le acreditará haber trabajado un periodo de pago a efectos
22 del Acuerdo.

23 59. Confidencialidad limitada . Las partes acuerdan no emitir comunicados de prensa,

24
25 ²Se presumirá que los datos de la semana laboral del Demandado son correctos a menos
26 que un Miembro de la Clase demuestre lo contrario al Administrador del Acuerdo mediante prueba
27 escrita creíble. Todas las disputas sobre la semana laboral serán resueltas y decididas por el
28 Administrador del Acuerdo en consulta con los Abogados de la Clase y los abogados de los Demandados. La decisión del Administrador del Acuerdo sobre todas las disputas sobre la semana laboral será definitiva e inapelable.

1 comunicarse con, o responder a, ningún medio de comunicación o entidad de publicación en
2 relación con el Acuerdo, incluido el hecho del Acuerdo, sus términos o contenido, y las
3 negociaciones subyacentes al Acuerdo antes de la aprobación final y la Entrada de Sentencia,
4 excepto según lo requiera la ley o según lo requiera contractualmente para efectuar los términos
5 del Acuerdo como se establece en el presente. Nada de lo establecido en el presente prohibirá a
6 los Abogados de la Clase discutir el Acuerdo, el hecho del Acuerdo y sus términos y condiciones:
7 (i) con los Miembros de la Clase y/o (ii) en presentaciones judiciales, incluidos en sus respectivos
8 currículums de la empresa, y/o (iii) en todas las mociones necesarias y memorandos de apoyo
9 relacionados con la aprobación preliminar y final del Acuerdo o para otros acuerdos de demanda
10 colectiva. Esta disposición tampoco limita a los Abogados de la Clase (i) de cumplir con las
11 obligaciones éticas; o (ii) de publicar una descripción neutral de los hechos públicamente
12 disponibles con respecto al Acuerdo, siempre que dicha publicación no identifique expresamente
13 a los Demandados por su nombre. Además, los Demandados acuerdan que si alguna persona o
14 entidad pregunta sobre el historial laboral pasado del Demandante, los Demandados solo darán
15 referencias neutrales. En respuesta a cualquier pregunta sobre el Demandante, los Demandados
16 revelarán las fechas de su empleo, el último puesto ocupado y, con autorización escrita, declararán
17 que esta información se proporciona de acuerdo con la política de la empresa. Las Partes acuerdan
18 además que ellas, sus agentes, representantes y abogados no harán ningún comentario
19 despreciativo o declaración despectiva al público, incluso a través de cualquier medio social, a la
20 prensa, o a cualquier individuo o entidad con quien o con la cual ellas, o cualquiera de sus
21 subsidiarias o afiliadas, tengan una relación comercial, o a otros. Para los propósitos de este
22 párrafo, "desprestigio" significará cualquier declaración negativa y falsa, ya sea escrita u oral.

23 60. Comunicaciones a los Miembros de la Clase. Los Demandados instruirán a sus
24 funcionarios, directores y gerentes exentos que, en caso de ser contactados por Miembros de la
25 Clase o personas que crean ser Miembros de la Clase en relación con este Acuerdo, dichos
26 funcionarios, directores y gerentes exentos no deberán hacer comentarios, salvo los necesarios
27 para dirigir a los empleados a los administradores del Demandado, quienes recibirán instrucciones
28

1 de dirigir a dichos Miembros de la Clase al Administrador del Acuerdo y a la Notificación de la
2 Clase, o a los Abogados de la Clase, y de proporcionarles la información de contacto del
3 Administrador del Acuerdo y de los Abogados de la Clase. Los Demandados se comprometen a
4 no disuadir ni impedir que los Miembros de la Clase ejerzan ninguno de sus derechos u
5 obligaciones en virtud de este Acuerdo. En ningún momento, las Partes ni sus abogados tomarán
6 medidas para alentar, apoyar, exigir o inducir a los Miembros de la Clase a objetar el Acuerdo de
7 la Clase, a renunciar al Acuerdo o a apelar la Orden y la Sentencia.

8 61. Las indemnizaciones del Acuerdo no generan beneficios adicionales. Todos los
9 Pagos Individuales de la Clase a los Miembros Participantes de la Clase se considerarán pagados
10 únicamente en el año en que los reciban. Se entiende y acuerda expresamente que la recepción de
11 dichos Pagos Individuales de la Clase no dará derecho a ningún Miembro Participante de la Clase
12 a recibir compensación ni beneficios adicionales en virtud de ningún plan o acuerdo de
13 compensación o beneficios de la empresa vigente durante el período del Acuerdo, ni a un aumento
14 en la jubilación, beneficios del plan 401K, beneficios de contrapartida o beneficios de
15 compensación diferida. Es la intención de las Partes de este Acuerdo que los Pagos Individuales
16 de la Clase previstos en este Acuerdo sean los únicos pagos que realizarán los Demandados a los
17 Miembros de la Clase Participantes, y que los Miembros de la Clase Participantes no tengan
18 derecho a ninguna compensación o beneficio nuevo o adicional como resultado de haber recibido
19 los Pagos Individuales del Acuerdo (sin perjuicio de cualquier lenguaje o acuerdo contrario en
20 cualquier documento del plan de beneficios o compensación que pueda haber estado en vigor
21 durante el período cubierto por este Acuerdo).

22 62. Proceso de Administración del Acuerdo . Las Partes acuerdan cooperar en la
23 administración del Acuerdo y hacer todos los esfuerzos razonables para controlar y minimizar los
24 costos y gastos incurridos en su administración.

25 63. Entrega de la Lista de Demandantes . Dentro de los 5 días calendario siguientes a
26 la Aprobación Preliminar, los Demandados entregarán la Lista de Demandantes al Administrador
27 del Acuerdo.
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64. Notificación por correo postal de primera clase de EE. UU. Dentro de los cinco (5) días calendario siguientes a la recepción de la Lista de Demandantes Colectivos, el Administrador del Acuerdo enviará por correo un Paquete de Notificación, sustancialmente en el formato adjunto al presente como **Anexo. A**, a todos los Miembros de la Clase por correo postal regular de primera clase de EE. UU., utilizando las direcciones postales más recientes que se indican en la Lista de la Clase. Cada Paquete de Notificación incluirá: (a) información sobre la naturaleza de la Demanda; (b) un resumen de los términos principales del Acuerdo; (c) la definición de la Clase del Acuerdo; (d) el Pago Individual Estimado de la Clase para cada Miembro de la Clase y la fórmula para calcularlo; (e) las fechas que comprenden el Periodo de la Clase; (f) instrucciones sobre cómo presentar Solicitudes de Exclusión válidas u objeciones; (g) las fechas límite para que el Miembro de la Clase envíe por fax o envíe por correo postal las Solicitudes de Exclusión o presente y notifique sus objeciones al Acuerdo; (h) las reclamaciones que se liberarán, según lo establecido en el presente documento; e (i) la fecha de la Audiencia de Aprobación Definitiva.

65. Confirmación de la información de contacto en las listas de la demanda colectiva. Antes de enviar el paquete, el Administrador del Acuerdo realizará una búsqueda en la Base de Datos Nacional de Cambios de Domicilio para obtener información actualizada y corregir cualquier cambio de domicilio conocido o identificable. Cualquier Paquete de Notificación devuelto al Administrador del Acuerdo como no entregable antes de la Fecha Límite de Respuesta se enviará de inmediato por correo postal regular de primera clase de EE. UU. a la dirección de reenvío indicada en el mismo, y el Administrador del Acuerdo indicará la fecha de dicho reenvío en el Paquete de Notificación. Si no se proporciona una dirección de reenvío, el Administrador del Acuerdo intentará determinar la dirección correcta mediante un rastreo de remitentes o cualquier otra búsqueda, utilizando el nombre, la dirección o el número de Seguro Social del Miembro de la Demanda Colectiva involucrado, y luego realizará un reenvío único.

66. El Administrador del Acuerdo aplicará su mejor criterio para determinar la dirección postal actual de cada Miembro de la Clase. La dirección que el Administrador del Acuerdo determine como la dirección postal actual se presumirá como la mejor dirección postal

1 para cada Miembro de la Clase.

2 67. Información en Disputa sobre los Paquetes de Notificación. Los Miembros de la
3 Clase y los Empleados Agraviados tendrán la oportunidad de disputar la información
4 proporcionada en sus Paquetes de Notificación. Si los Miembros de la Clase o los Empleados
5 Agraviados disputan el número de semanas que trabajaron durante el Período de la Clase o el
6 Período PAGA, o el monto de su Pago Individual de la Clase o del Pago Individual PAGA, podrán
7 presentar pruebas al Administrador del Acuerdo que demuestren que dicha información es
8 inexacta. Cualquier disputa, junto con la documentación de respaldo, debe tener matasellos con
9 fecha no posterior a la Fecha Límite de Respuesta. A falta de pruebas que refuten los registros del
10 Demandado, estos se considerarán determinantes. Sin embargo, si un Miembro de la Clase o un
11 Empleado Agraviado presenta evidencia de lo contrario, el Administrador del Acuerdo evaluará
12 la evidencia presentada por el Miembro de la Clase/Empleado Agraviado en consulta con los
13 Abogados de la Clase y los abogados de los Demandados, y tomará la decisión final sobre el Pago
14 Individual de la Clase/Pago Individual PAGA al que el Miembro de la Clase/Empleado Agraviado
15 pueda tener derecho, con la opinión de los Abogados de la Clase y de la Defensa. Esta decisión
16 será vinculante para el Miembro de la Clase y el Empleado Agraviado.

17 68. Procedimientos para la Solicitud de Exclusión. Cualquier Miembro de la Clase que
18 desee renunciar al Acuerdo de Transacción deberá firmar y enviar por escrito una Solicitud de
19 Exclusión al Administrador del Acuerdo dentro del Plazo de Respuesta. La fecha del matasellos
20 en el sobre de devolución será el único medio para determinar si la Solicitud de Exclusión se
21 presentó a tiempo. Todas las Solicitudes de Exclusión se presentarán al Administrador del
22 Acuerdo, quien certificará conjuntamente a los Abogados de la Clase y del Demandado las
23 Solicitudes de Exclusión presentadas a tiempo. Cualquier Miembro de la Clase que presente una
24 Solicitud de Exclusión tendrá prohibido objetar el Acuerdo de Transacción.

25 69. Los Términos del Acuerdo Vinculan a Todos los Miembros de la Clase que No se
26 Excluyan. Cualquier Miembro de la Clase que no se excluya del Acuerdo Transaccional mediante
27 la presentación oportuna y válida de una Solicitud de Exclusión quedará sujeto a todos los
28

1 términos del Acuerdo Transaccional, incluyendo los relativos a las Reclamaciones Liberadas, así
2 como a cualquier Sentencia que dicte el Tribunal si otorga la Aprobación Definitiva del Acuerdo.

3 70. Procedimientos de Objeción. Para objetar el Acuerdo de Transacción, un Miembro
4 de la Clase debe presentar un Aviso de Objeción válido ante el Administrador de la Transacción
5 en o antes de la Fecha Límite de Respuesta. El Administrador de la Transacción notificará todas
6 las objeciones recibidas a los Abogados de la Clase y a los Abogados del Demandado. No
7 constituirá un incumplimiento de este Acuerdo que los Abogados de la Clase presenten las
8 Objeciones ante el Tribunal según las instrucciones del Tribunal, las normas locales o según lo
9 requerido para la aprobación de este Acuerdo de Transacción. El Aviso de Objeción deberá estar
10 firmado por el Miembro de la Clase y contener toda la información requerida por este Acuerdo de
11 Transacción. La fecha del matasellos de la presentación y notificación se considerará el único
12 medio para determinar que el Aviso de Objeción es oportuno. Los Miembros de la Clase también
13 pueden presentar objeciones oralmente en la audiencia de Aprobación y Equidad Final,
14 independientemente de si previamente presentaron un Aviso de Objeción válido. En ningún
15 momento las Partes ni sus abogados tomarán medidas para alentar, apoyar o inducir a los
16 Miembros de la Clase a objetar el Acuerdo Transaccional, a renunciar al Acuerdo Transaccional
17 o a apelar la Orden y Sentencia. Los Abogados de la Clase no representarán a ningún Miembro de
18 la Clase en relación con dichas objeciones a este Acuerdo Transaccional.

19 71. Informes de certificación sobre los cálculos de los pagos individuales de la clase.
20 El Administrador del acuerdo proporcionará al abogado del demandado y al abogado de la clase
21 un informe semanal que certifique: (a) el número de miembros de la clase que han presentado
22 solicitudes válidas de exclusión; y (b) si algún miembro de la clase ha presentado una objeción a
23 cualquier información contenida en su formulario de reclamación o paquete de notificación.
24 Además, el Administrador del acuerdo proporcionará a los abogados de ambas partes cualquier
25 informe actualizado sobre la administración del acuerdo de transacción según sea necesario o
26 solicitado. A más tardar 30 días antes de la fecha límite para que los abogados de la clase presenten
27 su moción en apoyo de la audiencia de aprobación final e imparcialidad, el Administrador del
28

1 acuerdo compilará y entregará al abogado de la clase y al abogado defensor una declaración con
2 información resumida del proceso de notificación, que incluye, entre otros: (a) el monto total de
3 los pagos individuales finales de la clase de cada miembro de la clase del acuerdo; (b) el número
4 de miembros de la clase del acuerdo que recibirán dichos pagos; (c) el número final de solicitudes
5 de exclusión/exclusión voluntaria y objeciones; (d) las calificaciones del Administrador del
6 Acuerdo para la administración; y (e) una explicación de los pasos tomados para implementar el
7 proceso de Notificación según lo establecido en este Acuerdo . El Administrador del Acuerdo
8 también proporcionará una copia de cada solicitud de exclusión y objeción, autenticará dichos
9 documentos y brindará todos los detalles necesarios solicitados por el Abogado con respecto al
10 momento y el manejo de cualquier solicitud de exclusión y objeción.

11 72. Cheques del Acuerdo No Cobrados . Todos los cheques emitidos por el
12 Administrador del Acuerdo a los Miembros Participantes del Colectivo serán negociables durante
13 180 días calendario a partir de la fecha de emisión (la "Fecha de Anulación"). En el caso de
14 cualquier Miembro del Colectivo cuyo cheque de Pago Individual del Colectivo o de Pago
15 Individual PAGA no se haya cobrado y cancelado después de la Fecha de Anulación, el
16 Administrador transferirá los fondos representados por dichos cheques al Fondo de Bienes No
17 Reclamados del Estado de California, que se mantendrá a nombre del Miembro del Colectivo.

18 73. Certificación de Finalización . Al finalizar la administración del Acuerdo, el
19 Administrador del Acuerdo presentará una declaración escrita bajo juramento para certificar dicha
20 finalización ante el Tribunal y los abogados de todas las Partes.

21 74. Tratamiento de los Pagos Individuales de la Clase y los Pagos Individuales PAGA
22 . Todos los Pagos Individuales de la Clase se asignarán de la siguiente manera: de cada Pago
23 Individual de la Clase, el 20% se asignará como supuestos salarios impagos, el 80% se asignará
24 como supuestos impagos de sanciones civiles e intereses impagos. El porcentaje de cada Pago
25 Individual de la Clase asignado como salarios será declarado en un Formulario W-2 del IRS por
26 el Administrador del Acuerdo. El porcentaje restante de cada Pago Individual de la Clase se
27 asignará como intereses, sanciones y reembolsos, y será declarado en un Formulario 1099 del IRS
28

1 por el Administrador del Acuerdo. Todos los Pagos Individuales PAGA se asignarán como
2 supuestos impagos de sanciones y serán declarados en un Formulario 1099 del IRS por el
3 Administrador del Acuerdo.

4 75. Administración de Impuestos por el Administrador del Acuerdo. El Administrador
5 del Acuerdo será responsable de emitir al Demandante, a los Miembros de la Clase Participante,
6 a los Empleados Agraviados y a los Abogados de la Clase los formularios W-2, 1099 u otros
7 formularios tributarios que exija la ley para todos los montos pagados en virtud de este Acuerdo.
8 Dentro de los cinco (5) días hábiles siguientes a la Fecha de Entrada en Vigor, el Administrador
9 del Acuerdo proporcionará a las Partes un informe contable de los montos que deberán pagar los
10 Demandados de conformidad con los términos del Acuerdo, incluyendo el monto de la
11 contribución del empleador para los impuestos sobre la nómina que deberán pagar los
12 Demandados.

13 76. Responsabilidad Tributaria. Las Partes reconocen que ninguna de las otras Partes,
14 sus abogados, agentes ni ningún otro representante ha ofrecido ni brindado asesoramiento fiscal
15 durante estas negociaciones, y que cada Parte se basa en el asesoramiento de su propio asesor
16 fiscal con respecto a cualquier consecuencia fiscal que pueda surgir como resultado de la ejecución
17 de este Acuerdo. Los Representantes y los Abogados de la Clase reconocen que podrían estar
18 obligados a presentar un Formulario W-9, y los Representantes, Miembros y Abogados de la Clase
19 reconocen que el Administrador del Acuerdo podría estar obligado a emitir un Formulario 1099 u
20 otro formulario fiscal que informe al Servicio de Impuestos Internos (IRS) u otra autoridad fiscal
21 sobre la contraprestación recibida por los Representantes, Miembros y Abogados de la Clase en
22 virtud de este acuerdo. Nada de lo aquí dispuesto obligará a los Representantes de la Clase, los
23 Miembros de la Clase y los Abogados de la Clase a pagar, indemnizar o de otra manera asumir la
24 responsabilidad por cualquier impuesto que los Demandados adeudarían en primera instancia o
25 como resultado de cualquier reclasificación del tratamiento de los pagos, como, por ejemplo, las
26 contribuciones a la nómina del lado del empleador.

27 77. Circular 230 Descargo de responsabilidad. CADA PARTE DE ESTE ACUERDO
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(A LOS EFECTOS DE ESTA SECCIÓN, LA "PARTE QUE RECONOCE" Y CADA PARTE DE ESTE ACUERDO QUE NO SEA LA PARTE QUE RECONOCE, UNA "OTRA PARTE") RECONOCE Y ACEPTA QUE (1) NINGUNA DISPOSICIÓN DE ESTE ACUERDO, Y NINGUNA COMUNICACIÓN O DIVULGACIÓN ESCRITA ENTRE LAS PARTES O SUS ABOGADOS Y OTROS ASESORES, ES O FUE PRETENDIDA SER, NI DICHA COMUNICACIÓN O DIVULGACIÓN CONSTITUIRÁ O SERÁ INTERPRETADA O SERÁ CONFIADA EN ELLA, ASESORAMIENTO TRIBUTARIO EN EL SENTIDO DE LA CIRCULAR 230 DEL DEPARTAMENTO DEL TESORO DE LOS ESTADOS UNIDOS (31 CFR PARTE 10, SEGÚN SUS MODIFICACIONES); (2) LA PARTE QUE RECONOCE (A) HA CONFIADO EXCLUSIVAMENTE EN SU PROPIO ASESOR LEGAL Y TRIBUTARIO INDEPENDIENTE PARA ASESORAMIENTO (INCLUIDO EL ASESORAMIENTO TRIBUTARIO) EN RELACIÓN CON ESTE ACUERDO, (B) NO HA CELEBRADO ESTE ACUERDO CON BASE EN LA RECOMENDACIÓN DE CUALQUIER OTRA PARTE O DE CUALQUIER ABOGADO O ASESOR DE CUALQUIER OTRA PARTE, Y (C) NO TIENE DERECHO A CONFIAR EN CUALQUIER COMUNICACIÓN O DIVULGACIÓN DE CUALQUIER ABOGADO O ASESOR A CUALQUIER OTRA PARTE PARA EVITAR CUALQUIER SANCIÓN TRIBUTARIA QUE PUEDA IMPONERSE A LA PARTE QUE RECONOCE; Y (3) NINGÚN ABOGADO O ASESOR DE CUALQUIER OTRA PARTE HA IMPUESTO NINGUNA LIMITACIÓN QUE PROTEJA LA CONFIDENCIALIDAD DE LAS ESTRATEGIAS TRIBUTARIAS DE DICHO ABOGADO O ASESOR (INDEPENDIENTEMENTE DE SI DICHA LIMITACIÓN ES LEGALMENTE VINCULANTE) TRAS LA DIVULGACIÓN POR PARTE DE LA PARTE QUE RECONOCE EL TRATAMIENTO FISCAL O LA ESTRUCTURA FISCAL DE CUALQUIER TRANSACCIÓN, INCLUYENDO CUALQUIER TRANSACCIÓN CONTEMPLADA EN ESTE ACUERDO.

78. Sin Cesiones Previas . Las Partes y sus abogados declaran, acuerdan y garantizan que no han cedido, transferido, gravado ni pretendido ceder, transferir o gravar, directa o indirectamente, a ninguna persona o entidad, parte alguna de ninguna responsabilidad,

1 reclamación, demanda, acción, causa de acción o derecho aquí exonerado y exonerado.

2 79. Renuncia de Reclamaciones por los Miembros de la Clase. Tras la Fecha de Entrada
3 en Vigor y la financiación completa del MSA por parte de los Demandados, cada Miembro
4 Participante de la Clase libera y exonera plenamente a las Partes Liberadas de las Reclamaciones
5 Liberadas durante el Período de la Clase. Se considerará que los Miembros Participantes de la
6 Clase han reconocido y aceptado que sus reclamaciones de salarios y sanciones en la Demanda
7 son controvertidas y que su Pago Individual de la Clase constituye el pago de todas las sumas que
8 supuestamente se les adeudan. Se considerará que los Miembros Participantes de la Clase han
9 reconocido y aceptado que el Artículo 206.5 del Código Laboral de California no es aplicable al
10 Pago Individual de la Clase.

11 80. Reclamaciones Liberadas del Demandante. El Representante de la Clase estará
12 obligado por la exención completa de la Sección 1542 y la renuncia a todas las reclamaciones
13 conocidas y desconocidas, sin excepción, contra las "Partes Liberadas", salvo que la ley lo
14 prohíba. La exención solo entrará en vigor una vez que se haya cubierto el Monto Bruto del
15 Acuerdo.

16 81. Renuncia de Reclamaciones por parte de los Empleados Agraviados y el Estado.
17 Tras la Fecha de Entrada en Vigor y el pago total del Monto Bruto del Acuerdo por parte de los
18 Demandados, los Empleados Agraviados eximen y liberan completamente a las Partes Exoneradas
19 de las Reclamaciones PAGA Exoneradas durante el Período de Renuncia de PAGA.

20 82. Obligaciones de las Partes Previas a la Aprobación Judicial. Las Partes presentarán
21 con prontitud este Acuerdo de Transacción ante el Tribunal para respaldar la Solicitud de
22 Aprobación Preliminar del Demandante y la determinación del Tribunal sobre la equidad,
23 idoneidad y razonabilidad del Acuerdo de Transacción. Inmediatamente después de la firma de
24 este Acuerdo de Transacción, las Partes solicitarán al Tribunal la emisión de una orden para:

25 a. Programar una audiencia de imparcialidad sobre la cuestión de si el Acuerdo
26 propuesto, incluido, entre otros, el pago de los honorarios y costos de los abogados de la clase y
27 el Pago de mejora a los representantes de la clase, debe aprobarse finalmente como justo,
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1 razonable y adecuado para los miembros de la clase del acuerdo;

2 b. Certificación preliminar de una clase de acuerdo;

3 c. Aprobar, en cuanto a forma y contenido, el Aviso propuesto;

4 d. Aprobar la manera y el método para que los Miembros de la Clase soliciten la
5 exclusión del Acuerdo según lo contenido en este documento y en el Aviso;

6 e. Dirigir el envío del Aviso, por correo de primera clase a los Miembros de la Clase;

7 y

8 f. Dando aprobación preliminar al acuerdo sujeto a revisión final por parte del
9 Tribunal.

10 83. Obligaciones de las partes tras la aprobación preliminar del Tribunal. Tras la
11 aprobación preliminar del Tribunal del Acuerdo previsto en este Acuerdo y la notificación al
12 grupo, los abogados de la Clase presentarán una propuesta de orden final de aprobación y
13 sentencia para:

14 a. Aprobación del Acuerdo, juzgando que sus términos son justos, razonables y
15 adecuados, y ordenando la consumación de sus términos y disposiciones;

16 b. Aprobación de la solicitud del abogado de la clase para una adjudicación de
17 honorarios y costos de abogados;

18 c. Aprobación del Pago de Mejora a los Representantes de la Clase;

19 d. Aprobación de los costos de administración del acuerdo del administrador del
20 acuerdo; y

21 e. Que se dicte sentencia en esta acción.

22 84. Rescisión del Acuerdo de Transacción (por los Demandados). Si más del diez por
23 ciento (10%) de los Miembros de la Clase se excluyen del Acuerdo mediante la presentación de
24 Solicitudes de Exclusión, los Demandados podrán, a su discreción, rescindirlo y anularlo,
25 quedando así nulas todas las acciones tomadas al respecto. Los Demandados deberán ejercer este
26 derecho de rescisión, por escrito, a los Abogados de la Clase dentro de los catorce (14) días
27 calendario siguientes a la notificación por parte del Administrador del Acuerdo del número total
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1 de Solicitudes de Exclusión recibidas antes de la Fecha Límite de Respuesta. Si se ejerce la opción
2 de rescindir, los Demandados serán los únicos responsables de todos los costos del Administrador
3 del Acuerdo acumulados hasta ese momento.

4 85. Cláusula de Escalabilidad. Los Demandados han declarado que hay menos de 385
5 Miembros de la Clase que estuvieron empleados durante un máximo de 18,524 períodos de trabajo
6 semanales registrados durante el Período de la Clase, lo que, según el Demandante, corresponde
7 a aproximadamente 13,247 semanas laborales reales. El Demandante se ha basado en estas
8 declaraciones sustanciales respecto al número de Miembros de la Clase y los períodos de trabajo
9 semanales al suscribir este MOU. Si el número de Miembros de la Clase del Acuerdo o los
10 períodos de trabajo semanales registrados aumenta, la GSA aumentará un 1% por cada porcentaje
11 de aumento sobre esta declaración. Para evitar cualquier duda, cualquier aumento del Monto
12 Máximo del Acuerdo Los honorarios causados por este párrafo se aplicarán a los honorarios de
13 los abogados de la clase de modo que sean iguales a un tercio del monto del Monto Máximo de
14 Acuerdo aumentado.

15 86. Ajustes a los Componentes del Monto Máximo del Acuerdo . Este Acuerdo
16 contempla los futuros ajustes a los componentes del Monto Máximo del Acuerdo que pudieran ser
17 necesarios o que pudieran ser ordenados por el Tribunal. Dichos ajustes futuros se realizarán
18 únicamente mediante estipulación escrita de las Partes o por orden del Tribunal. Para evitar
19 cualquier duda, este Párrafo no se aplica a la Cláusula de Escalada anterior, y las modificaciones
20 a este Acuerdo y a la Notificación se implementarán al activarse la Cláusula de Escalada, sin
21 necesidad de estipulación escrita ni orden judicial.

22 87. Nulidad del Acuerdo Transaccional . En caso de que: (a) el Tribunal no emita la
23 aprobación definitiva del Acuerdo conforme a lo dispuesto en el presente; o (b) el Acuerdo no sea
24 definitivo por cualquier otra razón, el presente Acuerdo Transaccional y cualquier documento
25 generado para su entrada en vigor serán nulos de pleno derecho. Cualquier orden o sentencia
26 dictada por el Tribunal en cumplimiento de este Acuerdo Transaccional se considerará igualmente
27 nula desde el principio. En tal caso, si el Tribunal rechaza el Acuerdo a pesar de los mejores
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1 esfuerzos de las Partes, los Demandados serán responsables de todos los costos de Administración
2 del Acuerdo en que se incurra.

3 88. Audiencia de Aprobación Preliminar. El Demandante obtendrá una audiencia ante
4 el Tribunal para solicitar la Aprobación Preliminar del Acuerdo de Transacción y la entrada de
5 una Orden de Aprobación Preliminar para: (a) la certificación condicional de la Clase de
6 Transacción solo para fines de transacción, (b) la Aprobación Preliminar del Acuerdo de
7 Transacción propuesto, y (c) el establecimiento de una fecha para una Audiencia de Aprobación
8 Final/Equidad de Transacción. La Orden de Aprobación Preliminar dispondrá que el Paquete de
9 Notificación se envíe a todos los Miembros de la Clase como se especifica en este documento.
10 Junto con la audiencia de Aprobación Preliminar, el Demandante presentará este Acuerdo de
11 Transacción, que establece los términos de este Acuerdo, e incluirá el Paquete de Notificación
12 propuesto; *Es decir*, el documento de Notificación de Acuerdo de Demanda Colectiva propuesto
13 y el formulario de participación, adjunto como **Anexo A**. Los Abogados de la Demanda Colectiva
14 serán responsables de redactar todos los documentos necesarios para obtener la Aprobación
15 Preliminar. Los Demandados acuerdan no oponerse a la Moción de Aprobación Preliminar.

16 89. Audiencia de Aprobación Final del Acuerdo y Entrada de Sentencia. Al
17 vencimiento de las fechas límite para que los Miembros de la Clase presenten Solicitudes de
18 Exclusión u objeciones al Acuerdo de Transacción, y con el permiso del Tribunal, se llevará a
19 cabo una Audiencia de Aprobación Final/Equidad del Acuerdo para determinar la Aprobación
20 Final del Acuerdo de Transacción junto con los montos debidamente pagaderos por: (a) Pagos
21 Individuales de la Clase; (b) Pagos Individuales de PAGA; (c) el Pago de la Agencia de Desarrollo
22 Laboral y de la Fuerza Laboral; (d) los Honorarios y Costos de los Abogados de la Clase; (e) el
23 Pago de Mejora del Representante de la Clase; (f) todos los Costos de Administración del
24 Acuerdo; y (g) la parte del Demandado de los impuestos sobre la nómina por los salarios pagados
25 en relación con los Pagos Individuales de la Clase. Los Abogados de la Clase serán responsables
26 de redactar todos los documentos necesarios para obtener la Aprobación Final, incluyendo
27 responder a cualquier objeción y apelación que surja de la misma. Los Abogados de la Clase
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1 también redactarán la solicitud de honorarios y costos de abogados que se escuchará en la
2 audiencia de Aprobación Final. Los demandados acuerdan no oponerse a la Moción de
3 Aprobación Final.

4 90. Terminación del Acuerdo. Sujeto a las obligaciones de cooperación aquí
5 establecidas, cualquiera de las Partes podrá rescindir este Acuerdo si el Tribunal se niega a dictar
6 la Orden de Aprobación Preliminar, la Orden de Aprobación Definitiva o la sentencia definitiva
7 en la forma sustancialmente presentada por las Partes, o si el Acuerdo de Transacción acordado
8 no se vuelve definitivo debido a una acción judicial de apelación. La Parte que rescinde el Acuerdo
9 notificará por escrito a las demás Partes (a través de su abogado) su decisión de rescindir este
10 Acuerdo a más tardar diez (10) días hábiles después de recibir la notificación de que se ha
11 producido uno de los eventos enumerados. La rescisión de este Acuerdo tendrá los siguientes
12 efectos:

13 a. El Acuerdo de Transacción se dará por terminado y no tendrá fuerza ni efecto, y
14 ninguna Parte estará obligada por ninguno de sus términos;

15 b. En caso de rescisión del Acuerdo, los Demandados no tendrán obligación de
16 realizar pagos a ninguna de las Partes, Miembros de la Clase ni a los Abogados de la Clase. La
17 Parte Rescindente deberá pagar al Administrador del Acuerdo por los servicios prestados hasta la
18 fecha en que se le notifique la rescisión del Acuerdo.

19 c. La Orden de Aprobación Preliminar, la Orden de Aprobación Final y la Sentencia,
20 incluida cualquier orden de certificación colectiva, se anularán;

21 d. El Acuerdo Transaccional y todas las negociaciones, declaraciones y
22 procedimientos relacionados con el mismo se entenderán sin perjuicio de los derechos de ninguna
23 de las Partes, todas las cuales serán restituidas a sus respectivas posiciones en la Acción antes del
24 Acuerdo;

25 e. Ni este Acuerdo Estipulado, ni ningún documento, acción, declaración o
26 presentación auxiliar para promover el acuerdo (incluidos todos los asuntos asociados con la
27
28

mediación) serán admisibles ni se ofrecerán como prueba en la Acción o cualquier otra acción para ningún propósito.

91. Sentencia y Jurisdicción Continua . Tras la Aprobación Definitiva del Acuerdo por el Tribunal o tras la Audiencia de Aprobación Definitiva/Equidad del Acuerdo, las Partes presentarán la Sentencia ante el Tribunal para su aprobación, de conformidad con el artículo 664.6 del Código de Procedimiento Civil de California. Tras el dictado de la Sentencia, el Tribunal tendrá jurisdicción continua para abordar: (a) la interpretación y ejecución de los términos del Acuerdo, (b) asuntos administrativos del Acuerdo, y (c) los asuntos posteriores a la Sentencia que correspondan según las normas judiciales o lo establecido en este Acuerdo.

92. Anexos Incorporados por Referencia . Los términos de este Acuerdo incluyen los términos establecidos en cualquier Anexo adjunto, los cuales se incorporan por referencia como si estuvieran íntegramente establecidos en el presente. Todos los Anexos de este Acuerdo forman parte integral del Acuerdo.

93. Acuerdo completo . Este Acuerdo de Transacción, la exención general de todas las reclamaciones por parte del Representante de la Clase y cualquier Anexo adjunto constituyen la totalidad de los términos de la transacción de las Partes. Ningún otro acuerdo escrito u oral, previo o contemporáneo, podrá considerarse vinculante para las Partes. Las Partes reconocen expresamente el artículo 1625 del Código Civil de California y el artículo 1856(a) del Código de Procedimiento Civil de California, que establecen que un acuerdo escrito debe interpretarse conforme a sus términos y no puede ser modificado ni contradicho por pruebas extrínsecas. Las Partes acuerdan que ninguna de dichas declaraciones o términos, orales o escritos, modificará, variará ni contradirá los términos de este Acuerdo.

94. Enmienda o Modificación . El presente Acuerdo Transaccional solo podrá ser enmendado o modificado mediante instrumento escrito firmado por las Partes designadas o sus sucesores en interés.

95. Autorización para Celebrar el Acuerdo de Transacción . Los abogados de todas las Partes declaran y garantizan que están expresamente autorizados por las Partes a las que

representan para negociar este Acuerdo de Transacción y para tomar todas las medidas apropiadas requeridas o permitidas por dichas Partes de conformidad con este Acuerdo de Transacción para hacer efectivos sus términos y para firmar cualquier otro documento requerido para hacer efectivos los términos de este Acuerdo de Transacción. Las Partes y sus abogados cooperarán entre sí y harán todo lo posible para hacer efectiva la implementación del Acuerdo. Si las Partes no logran llegar a un acuerdo sobre la forma o el contenido de cualquier documento necesario para implementar el Acuerdo de Transacción, o sobre cualquier disposición complementaria que pueda resultar necesaria para hacer efectivos los términos de este Acuerdo de Transacción, las Partes podrán solicitar la asistencia del Tribunal para resolver dicho desacuerdo.

96. Firmantes. Se acuerda, únicamente a los efectos de este Acuerdo Transaccional, que, debido al gran número de miembros de la Clase, resulta imposible o impráctico que cada uno de ellos lo firme. El Aviso, adjunto como Anexo A, informará a todos los Miembros de la Clase sobre la naturaleza vinculante de la liberación, la cual tendrá la misma validez y efecto que si este Acuerdo Transaccional fuera firmado por cada miembro de la Clase. Este Acuerdo Transaccional ha sido traducido al español como **Anexo A. D** para conveniencia de las Partes. En caso de controversia con respecto al Acuerdo Transaccional, prevalecerá la versión en inglés.

97. Vinculante para sucesores y cesionarios. El presente Acuerdo de Transacción será vinculante y redundará en beneficio de los sucesores o cesionarios de las Partes, según lo definido previamente.

98. Se rige por la ley de California. Todos los términos de este Acuerdo de Transacción y sus Anexos se regirán e interpretarán de conformidad con las leyes del Estado de California.

99. Ejecución y Contrapartes. El presente Acuerdo de Transacción está sujeto únicamente a la ejecución por todas las Partes. El Acuerdo podrá ejecutarse en una o más contrapartes, ya sea mediante firma en tinta o electrónica. Todas las contrapartes ejecutadas y cada una de ellas, incluidas las copias electrónicas, facsímiles y escaneadas de la página de firma, se considerarán un único instrumento.

100. Reconocimiento de que el Acuerdo es Justo y Razonable. Las Partes consideran

1 que este Acuerdo de Transacción es un acuerdo justo, adecuado y razonable de la Demanda. Las
2 Partes acuerdan además que han llegado a este Acuerdo después de negociaciones en condiciones
3 de igualdad y en el contexto de un litigio contencioso, teniendo en cuenta todos los factores
4 relevantes, presentes y potenciales. Las Partes acuerdan además que ellas y sus respectivos
5 abogados han llevado a cabo un descubrimiento informal, incluyendo, entre otros, datos de
6 registro de tiempo por turno, datos de nómina y evidencia de políticas de pago y registro de tiempo,
7 y que la investigación realizada por las Partes fue suficiente para satisfacer los criterios para la
8 aprobación del tribunal establecidos en *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th
9 1794, 1801 y *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“
10 *Dunk/Kullar*”). Las Partes reconocen además que cada una de ellas está representada por un
11 abogado competente y que han tenido la oportunidad de consultar con sus abogados sobre la
12 imparcialidad y razonabilidad de este Acuerdo.

13 101. Invalidez de cualquier disposición. Antes de declarar inválida cualquier
14 disposición de este Acuerdo Transaccional, el Tribunal intentará interpretarla como válida en la
15 mayor medida posible, de conformidad con los precedentes aplicables, a fin de definir que todas
16 las disposiciones de este Acuerdo Transaccional son válidas y ejecutables.

17 102. Renuncia del Demandante al Derecho de Exclusión y Objeción. El Demandante se
18 compromete a firmar este Acuerdo de Transacción y, al firmarlo, queda obligado por los términos
19 aquí estipulados. A cambio de una contraprestación justa y onerosa, el Demandante se
20 compromete a no solicitar su exclusión del Acuerdo de Transacción ni a objetar ninguno de los
21 términos aquí estipulados, salvo lo estipulado por las Partes en relación con sus reclamaciones
22 individuales. Cualquier solicitud de exclusión u objeción por parte del Demandante será nula y
23 sin efecto. Cualquier intento del Demandante por eludir los términos de este párrafo será nulo y
24 sin efecto.

25 103. Renuncia a ciertas apelaciones. Las partes acuerdan renunciar a las apelaciones y
26 estipular la certificación de la demanda colectiva únicamente a los efectos de este Acuerdo; sin
27 embargo, el demandante o los abogados de la demanda colectiva podrán apelar cualquier
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1 reducción en los honorarios y costos de los abogados de la demanda colectiva por debajo del
2 monto solicitado al Tribunal, pero deberán informar a la defensa y al administrador de la demanda
3 colectiva de cualquier intención de apelar antes de la distribución de los fondos del administrador
4 de la demanda colectiva a los miembros de la demanda colectiva o a cualquier otra parte. Cualquier
5 parte podrá rescindir este Acuerdo o apelar cualquier orden judicial que no se ajuste
6 sustancialmente a la forma presentada por las partes.

7 104. No Admisión de Responsabilidad. Las Partes celebran este Acuerdo para resolver
8 la disputa que ha surgido entre ellas y evitar la carga, los gastos y el riesgo de un litigio continuo.
9 Al celebrar este Acuerdo, los Demandados no admiten, y niegan específicamente, haber violado
10 ninguna ley federal, estatal o local; violado ninguna regulación o directriz promulgada de
11 conformidad con cualquier estatuto o cualquier otra ley, regulación o requisito legal aplicable;
12 incumplido cualquier contrato; violado o incumplido cualquier deber; incurrido en cualquier
13 tergiversación o engaño; o incurrido en cualquier otra conducta ilegal con respecto a sus
14 empleados. Ni este Acuerdo, ni ninguno de sus términos o disposiciones, ni ninguna de las
15 negociaciones relacionadas con él, se interpretará como una admisión o concesión por parte de los
16 Demandados de dichas violaciones o incumplimientos de cualquier ley aplicable. Las Partes
17 acuerdan que existe una controversia legítima sobre si corresponde realmente alguna
18 compensación al Demandante, al grupo putativo y a los Empleados Agraviados, y, de ser así, su
19 monto, y que no se han realizado determinaciones legales con respecto a las reclamaciones legales
20 presentadas en la Demanda y resueltas en este Acuerdo. Salvo que sea necesario en un
21 procedimiento para hacer cumplir los términos de este Acuerdo, este Acuerdo y sus términos y
22 disposiciones no se ofrecerán ni se aceptarán como prueba en ninguna acción o procedimiento
23 para establecer responsabilidad o admisión por parte de los Demandados, ni para establecer la
24 existencia de cualquier condición que constituya una violación o incumplimiento de la legislación
25 federal, estatal, local u otra ley aplicable.

26 105. Subtítulos. Los subtítulos y los números de sección de este Acuerdo se incluyen
27 para comodidad del lector y de ninguna manera definen, limitan, interpretan ni describen el
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1 alcance ni la intención de las disposiciones de este Acuerdo.

2 106. Renuncia . Ninguna renuncia a cualquier condición o pacto contenido en este
3 Acuerdo, ni el incumplimiento de un derecho o recurso por cualquiera de las Partes del presente,
4 se considerará como una renuncia adicional por parte de dicha Parte a la misma o a cualquier otra
5 condición, pacto, derecho o recurso.

6 107. Acciones de Cumplimiento . En caso de que una o más de las Partes inicien una
7 acción legal, moción, petición u otro procedimiento contra la otra Parte o las demás Partes para
8 hacer cumplir las disposiciones de este Acuerdo o para declarar derechos y/u obligaciones en
9 virtud del mismo, la Parte o las Partes vencedoras tendrán derecho a recuperar de la Parte o las
10 Partes perdedoras los honorarios y costos razonables de abogados, incluidos los honorarios de
11 peritos.

12 108. Preparación Mutua . Las Partes han tenido plena oportunidad de negociar los
13 términos y condiciones de este Acuerdo. Por consiguiente, este Acuerdo no se interpretará de
14 forma más estricta en contra de una Parte que de la otra por el mero hecho de que haya sido
15 preparado por los abogados de una de las Partes, reconociéndose que, debido a las negociaciones
16 en condiciones de igualdad entre las Partes, todas han contribuido a su preparación.

17 109. Representación Legal . Las Partes reconocen haber contado con representación
18 legal durante todas las negociaciones previas a la firma de este Acuerdo, y que este Acuerdo se
19 ha firmado con el consentimiento y asesoramiento de sus abogados, y ha sido revisado en su
20 totalidad. Asimismo, el Demandante y los Abogados de la Clase declaran y garantizan que no
21 existen gravámenes sobre el Acuerdo de Transacción.

22 110. Todos los términos están sujetos a la aprobación final del Tribunal . Todos los
23 montos y procedimientos descritos en este Acuerdo de Transacción estarán sujetos a la aprobación
24 final del Tribunal.

25 111. Avisos. Salvo que se especifique lo contrario en el presente, todos los avisos,
26 requerimientos u otras comunicaciones que se realicen en virtud del presente se harán por escrito
27 y se transmitirán a una Parte por correo electrónico:
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Al demandante y al grupo de conciliación:

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 elliot@kingsiegel.com
 Julián Burns King
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A los demandados :

Teri T. Pham (SBN 193383)
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 3200 Bristol Street, Suite 500
 Costa Mesa, CA 92626
 Teléfono: (714) 292-0262
 tpham@epgrlawyers.com

112. Cooperación y Ejecución de los Documentos Necesarios. Todas las Partes cooperarán de buena fe y ejecutarán todos los documentos en la medida razonablemente necesaria para hacer efectivos los términos de este Acuerdo de Transacción.

113. Acuerdo Vinculante. Las Partes garantizan que: 1) comprenden y tienen plena autoridad para celebrar este Acuerdo; 2) tienen la intención de que este Acuerdo sea plenamente ejecutable y vinculante para todas las Partes; y 3) acuerdan que será admisible y estará sujeto a divulgación en cualquier procedimiento para hacer cumplir sus términos, sin perjuicio de las disposiciones de confidencialidad de la mediación que pudieran aplicarse en virtud de la legislación federal o estatal.

EN TESTIMONIO DE LO CUAL, las Partes del presente, consciente y voluntariamente, firmaron esta Estipulación Conjunta de Transacción y Liberación entre el Demandante y los

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Demandados a partir de la(s) fecha(s) que se indican a continuación:

FIRMAS

LEA ATENTAMENTE ANTES DE FIRMAR

DEMANDANTE: Antony Monterroso

Fecha: 05/20/2025

ANTONY MONTERROSO
Antony Monterroso

DEMANDADO: Shiki Sushi, Teppan , Grill and Sport Bar, Inc.

Fecha: _____

Por : _____
Es: _____

DEMANDADO : Shiki & Noodle 77 Restaurant Corp.

Fecha: _____

Por : _____
Es: _____

ACUSADO: Tim Nguyen

Fecha: _____

Por : _____
Es: _____