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12
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF LOS ANGELES**
15

16 **Yehoshoua Lalezarian**, individually and
on behalf of all similarly situated
17 individuals, **Marcela De Los Angeles**
Herrera Perez, individually and on behalf
18 of all similarly situated individuals,

19
20 Plaintiffs,

21 vs.

22 **Homak Enterprises, Inc.**, a California
Corporation d/b/a **McDonald's**; **Homak**
23 **JS1 Enterprises, Inc.**, a California
Corporation; **Homak JS2 Enterprises,**
24 **Inc.**, a California Corporation; and **Does 1-**
25 **10**, inclusive;

26 Defendants.
27
28

CASE NO. 24STCV06524

[Assigned to the Honorable Kenneth R.
Freeman, Dept. 14]

CLASS ACTION

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

Complaint Filed: March 15, 2024

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Attorneys for Defendants

1 This Joint Stipulation of Settlement and Release of Class and PAGA Action
2 (“Agreement” or “Settlement Agreement”) is made and entered into by and between
3 Plaintiffs Yehoshoua Lalezarian, Steven Ariel Cordova, and Marcela De Los Angeles
4 Herrera Perez (collectively “Plaintiff(s)” or “Class Representative(s)”), as individuals and
5 on behalf of all others similarly situated individuals and Homak Enterprises, Inc.
6 (“Homak”), Homak JS1 Enterprises, Inc. (“Homak JS1”), and Homak JS2 Enterprises, Inc.
7 (“Homak JS2”) (Homak, Homak JS1, and Homak JS2 are collectively referred to as
8 “Defendant(s)"). Plaintiffs and Defendants may be referred to herein as the “Parties,”
9 singularly as a “Party,” or by their designated names.

10 This Agreement is subject to the approval of the Court and is made for the sole
11 purpose of attempting to consummate settlement of the Action on a class-wide basis
12 subject to the following terms and conditions.

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

16 **RECITALS**

17 1. Plaintiff Yehoshoua Lalezarian filed his complaint on March 15, 2024 against
18 Defendants in Los Angeles County where it entitled *Yehoshoua Lalezarian et al. v. Homak*
19 *Enterprises, Inc. et al.*, Case No. 24STCV06524 (the “Lalezarian Action”). The Lalezarian
20 Action asserted the following class-wide causes of action for: (1) failure to pay minimum
21 wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or premium
22 pay in lieu thereof; (4) failure to provide rest periods or premium pay in lieu thereof; (5)
23 failure to provide and maintain accurate wage statements; (6) failure to reimburse
24 necessary business expenses; (7) civil penalties under the Labor Code Private Attorneys
25 General Act of 2004, Cal. Lab. Code §§ 2698, et seq. (“PAGA”); and (8) Unlawful Business
26 Practices, Cal. Bus. & Prof. Code §§ 17200, et seq. On January 7, 2025, Plaintiff filed a First
27 Amended Complaint adding Marcela De Los Angeles Herrera Perez as an additional
28 plaintiff and asserting an additional cause of action for failure to pay reporting time wages.

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

10 3. On October 21, 2025, the Parties participated in a full-day of mediation with
11 Abe Melamed (the "Mediator"), a well-respected mediator in the field of employment law
12 and wage-and-hour class actions. The matter settled at mediation and the Parties agreed
13 to the principal terms reflected in this Stipulation.

14 4. Class Counsel conducted a significant investigation during the prosecution
15 of the Action. This investigation included, among other things, (a) numerous telephonic
16 conferences with Plaintiffs; (b) inspection and analysis of numerous payroll and policy
17 documents and other information produced by Plaintiffs and Defendants; (c) analysis of
18 the legal positions taken by Defendants; (d) investigation into the viability of class
19 treatment of the claims asserted in the Action; (e) analysis of potential class-wide
20 damages, including information sufficient to understand Defendants' potential defenses
21 to Plaintiffs' claims; (f) research of the applicable law with respect to the claims asserted
22 in the Action and the potential defenses thereto; (g) assembling and analyzing of data for
23 calculating damages; (h) hired the services of an expert to analyze and prepare
24 Defendants' exposure; (i) took the deposition of Defendants' Person Most Knowledgeable;
25 and (j) interviewed numerous Class Members.

26 5. The discovery conducted in this matter, as well as discussions between
27 counsel, have been adequate to give the Class Representative and Class Counsel a sound
28 understanding of the merits of their positions and to evaluate the risks of litigation and

1 the value of the Settlement Class's claims. The discovery and investigation conducted in
2 this Action and the information exchanged by the Parties through discovery and
3 settlement discussions are sufficient to reliably assess the merits of the Parties' respective
4 positions and to compromise the issues on a fair and equitable basis.

5 6. The settlement discussions during mediation were conducted at arm's length
6 and the settlement of the Action is the result of an informed and detailed analysis of
7 Defendants' potential liability in relation to the costs and risks associated with continued
8 litigation.

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

19 8. Class Counsel believes that the Settlement set forth in this Settlement
20 Agreement confers substantial benefits upon Plaintiffs and the Class Members, and that
21 an independent review of this Settlement Agreement by the Court in the approval process
22 will confirm this conclusion. Based on their own independent investigation and
23 evaluation, Class Counsel has determined that the Settlement set forth in the Stipulation
24 is in the best interests of Plaintiffs and the Class Members.

25 9. Based on the data and documents produced during discovery and in
26 response to Plaintiffs' Labor Code sections 226 and 1198.5 records request, Class Counsels'
27 own independent investigation and evaluation, and the Mediator's efforts, Class Counsel
28 believes that Plaintiffs' settlement with Defendants for the consideration provided and on

1 the terms set forth in this Settlement Agreement is fair, reasonable, and adequate, and is
2 in the best interest of the Class Members in light of all known facts and circumstances,
3 including the risk of significant delay and uncertainty associated with litigation, various
4 defenses asserted by Defendants, the contested legal and factual issues involved, and
5 potential appellate issues.

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

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

19 **DEFINITIONS**

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

22 12. "**Action**" means *Yehoshoua Lalezarian et al. v. Homak Enterprises, Inc. et*
23 *al.* Case No. 24STCV06524, filed in Los Angeles County Superior Court on March 15, 2024.

24 13. "**Aggrieved Employees**" means those Class Members who worked for
25 Defendants within the **PAGA Period**.

26 14. "**Class Counsels' Fees and Costs**" means attorneys' fees agreed upon by
27 the Parties and approved by the Court for Class Counsels' litigation and resolution of this
28 Action. Class Counsels' Fees and Costs shall include all costs incurred and to be incurred

1 by Class Counsel in the Action, including, but not limited to, costs associated with
2 documenting the Settlement, securing the Court's approval of the Settlement, responding
3 to any objections to the settlement and appeals arising therefrom, administering the
4 Settlement, and obtaining entry of a Judgment terminating this Action, and expenses for
5 any experts. Class Counsel will request attorneys' fees not in excess of one-third of the
6 Maximum Settlement Amount (i.e., up to One Million Dollars (\$1,00,000.00)). The Class
7 Counsels' Fees and Costs will also mean and include the additional reimbursement of
8 Class Counsels' actual reasonable costs incurred in connection with Class Counsels'
9 litigation and settlement of the Action, up to Seventy-Five Thousand Dollars and Zero
10 Cents (\$75,000.00), subject to the Court's approval. Defendant agrees not to oppose Class
11 Counsels' request for fees and reimbursement of costs as set forth above. For the avoidance
12 of doubt, if the Escalator Clause is triggered and the Gross Settlement Amount increases,
13 Class Counsel shall have the right to seek attorney's fees up to one-third of the increased
14 Gross Settlement Amount.

15 15. **"Class Counsel"** means Elliot J. Siegel of King & Siegel LLP, Navid
16 Barahmand of Barahmand Law Group, and John Sprague Brown of Wilshire Law Firm.

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

26 17. **"Class Member(s)"** or **"Settlement Class"** or the **"Class"** means the
27 following: *"All persons who worked at least one shift as a non-exempt employee for*
28 *Defendants in California from March 15, 2020 through October 21, 2025."*

1 18. **“Class Size Representation”**: Defendants represent that there are 1,124
2 Class Members during the period from March 15, 2020 through October 21, 2025 and that
3 these Class Members worked a combined 75,000 workweeks during that same period. This
4 representation is a material term for Plaintiffs entering into this Stipulation.

5 19. **“Class Period”** is the period from March 15, 2020 through the date at which
6 the workweek count is 75,000 or November 20, 2025, whichever is later, but in no event
7 shall the Class Period ever exceed 78,500. However, in the event the data demonstrates
8 that the total workweek count is not more than 76,875, then the Class and PAGA periods
9 shall close as of the date at which the workweek count equals 75,000.

10 20. **“Class Representatives”** means Plaintiffs Yehoshoua Lalezarian, Marcela
11 De Los Angeles Herrera Perez, and Steven Ariel Cordova—each of whom will seek to be
12 appointed as the representatives for the Settlement Class.

13 21. **“Class Representatives Enhancement Payment”** means the amounts
14 to be paid to Plaintiffs in recognition of their efforts and work in prosecuting the Action
15 on behalf of Class Members and negotiating the Settlement. Defendants agree not to
16 dispute that the Class Representatives will be paid, subject to Court approval, up to \$5,000
17 from the Maximum Settlement Amount for their services on behalf of the class, subject to
18 the Court granting Final Approval of this Settlement Agreement. Should the Court reduce
19 the Class Representatives Enhancement Payment, any such reduction shall revert to the
20 Net Settlement distributed to Participating Class Members.

21 22. **“Court”** means the Superior Court in the County of Los Angeles.

22 23. **“Defendant(s)”** means Homak Enterprises, Inc., Homak JS1 Enterprises,
23 Inc., and Homak JS2 Enterprises, Inc.

24 24. **“Effective Date”** means the date on which the settlement embodied in this
25 Settlement Agreement shall become effective and is the date after all of the following
26 events have occurred: (i) this Settlement Agreement has been executed by Plaintiffs and
27 Defendants; (ii) the Court has given Preliminary Approval to the Settlement, including
28 approving a provisional Settlement Class; (iii) notice has been given to the putative

1 members of the Settlement Class, providing them with an opportunity to object to the
2 terms of the Settlement or to opt-out of the Settlement; and (iv) *either* (1) the Court has
3 held a formal fairness hearing and, having heard no objections to the Settlement, has given
4 Final Approval to the Settlement, including entering a final order and judgment certifying
5 the Class and approving this Settlement Agreement; or (2) in the event there are oral or
6 written objections filed prior to or at the formal fairness hearing which are not later
7 withdrawn or denied, the later of the following events: (a) five (5) business days after the
8 period for filing any appeal, writ, or other appellate proceeding opposing the Court's Final
9 Approval of the Settlement have elapsed without any appeal, writ, or other appellate
10 proceeding having been filed; or (b) five (5) business days have elapsed following the final
11 and conclusive dismissal or resolution of any appeal, writ, or other appellate proceeding
12 opposing the Settlement, with no right to pursue further appellate remedies or relief.

13 25. **"Individual Class Payment"** means each Participating Class Member's
14 share of the Net Settlement Amount, to be distributed to the Class Members who do not
15 submit a valid Request for Exclusion, to be paid without the need to submit a claim.

16 26. **"Individual PAGA Payment"** means each Aggrieved Employee's pro rata
17 share of the 25% of the Labor and Workforce Development Agency Payment allocated to
18 the Aggrieved Employees. Aggrieved Employees will receive their Individual PAGA
19 Payment regardless of whether they submit a valid Request for Exclusion.

20 27. **"Labor and Workforce Development Agency Payment"** means the
21 amount that the Parties have agreed that Defendants will pay in connection with Plaintiffs'
22 Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*
23 ("PAGA")) cause of action. The Parties have agreed that Three-Hundred Thousand Dollars
24 and Zero Cents (\$300,000.00) of the Maximum Settlement Amount will be allocated to
25 the resolution of the Aggrieved Employees' claims arising under PAGA ("PAGA Settlement
26 Amount"). Pursuant to PAGA, Seventy-Five Percent (75%), or Two-Hundred Twenty-Five
27 Thousand Dollars and Zero Cents (\$225,000.00), of the PAGA Settlement Amount will be
28 paid to the California Labor and Workforce Development Agency ("LWDA"), and Twenty-

1 Five Percent (25%), or Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00), of
2 the PAGA Settlement Amount will be paid to the Class Members, as allegedly Aggrieved
3 Employees, as part of the Net Settlement Amount.

4 28. **“Maximum Settlement Amount”** means the maximum settlement
5 amount of Three Million Dollars and Zero Cents (\$3,000,000.00) to be paid by
6 Defendants in full satisfaction of all claims arising from the Action. The Maximum
7 Settlement Amount shall include all Individual Class Payments to Participating Class
8 Members, Individual PAGA Payments, the Class Representatives Enhancement Payment,
9 Plaintiffs’ Individual Settlement Payment, Settlement Administration Costs to the
10 Settlement Administrator, the Labor and Workforce Development Agency Payment, and
11 the Class Counsels’ Fees and Costs. The MSA shall not include employer-side payroll,
12 which Defendants agree that it is responsible for and are to be paid in addition to the
13 Maximum Settlement Amount. The Maximum Settlement Amount is non-reversionary.

14 29. **“Net Settlement Amount”** means the portion of the Maximum Settlement
15 Amount remaining after deduction of the approved Class Representatives Enhancement
16 Payment, Individual Settlement Payment, Settlement Administration Costs, Labor and
17 Workforce Development Agency Payment, and Class Counsels’ Fees and Costs. The Net
18 Settlement Amount will be distributed to Participating Class Members and Individual
19 PAGA Payment.

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

27 31. **“Notice Packet”** or **“Notice”** means the Notice of Class Action Settlement
28 and Share Form, substantially in the form attached as **Exhibit A**.

1 32. **“PAGA Period”** or **“PAGA Release Period”** means the period from
2 March 15, 2023 through the date at which the Class Period closes.

3 33. **“Participating Class Members”** means all Class Members who do not
4 submit valid and timely Requests for Exclusion.

5 34. **“Parties”** means Plaintiffs and Defendant, collectively.

6 35. **“Plaintiff(s)”** or **“Named Plaintiff(s)”** or **“Class Representative(s)”**
7 means Yehoshoua Lalezarian, Marcela De Los Angeles Herrera Perez, and Steven Ariel
8 Cordova.

9 36. **“Preliminary Approval”** means the Court order granting preliminary
10 approval of the Settlement in an order in substantially the same form as the order attached
11 as **Exhibit B**.

12 37. **“Final Approval”** means the Court granting final approval of the
13 Settlement and entering final judgement in an order in substantially the same form as the
14 order attached as **Exhibit C**.

15 38. **“Released Claims”** means those claims asserted in the Complaint or that
16 reasonably could have been alleged based on the factual allegations contained in the
17 operative complaint or LWDA letter, including but not limited to all of the following claims
18 for relief: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure
19 to provide meal periods or premium pay in lieu thereof; (4) failure to provide rest periods
20 or premium pay in lieu thereof; (5) failure to provide and maintain accurate wage
21 statements; (6) failure to pay reporting time wages; (7) failure to reimburse necessary
22 business expenses; (8) failure to pay wages when due; (9) civil penalties under the Labor
23 Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, et seq. (“PAGA”);
24 and (10) Unlawful Business Practices, Cal. Bus. & Prof. Code §§ 17200, et seq. It is the
25 intent of the Parties that the judgment entered by the Court upon Final Approval of the
26 Settlement shall have *res judicata* and/or collateral estoppel effect and be final and
27 binding upon Plaintiffs and all Participating Class Members regarding all of the Released
28 Claims. The Release will only take effect upon the latter of the Effective Date and full

1 funding of the MSA by Defendants.

2 39. **“Release Period”** is the period from March 15, 2020 through the date at
3 which the workweek count is 75,000 or November 20, 2025, whichever is later, but in no
4 event shall the Class Period ever exceed 78,500. However, in the event the data
5 demonstrates that the total workweek count is not more than 76,875, then the Class and
6 PAGA periods shall close as of the date at which the workweek count equals 75,000.

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

15 41. **“Released Parties”** shall mean each Defendants, each Defendants’
16 parent(s) or subsidiary(ies), and each of their officers and owners, as applicable .

17 42. **“Request for Exclusion”** means a timely letter submitted by a Class
18 Member indicating a request to be excluded from the Settlement. The Request for
19 Exclusion shall include the Class Members’ name and information needed to be properly
20 identified and indicate the desire to opt out of the settlement. Such information could
21 include the name, address, telephone number, and the last four digits of the Social Security
22 Number of the Class Member requesting exclusion. It must be returned by first class mail
23 or equivalent to the Settlement Administrator at the specified address and be postmarked
24 on or before the Response Deadline. The date of the postmark on the return mailing
25 envelope will be the exclusive means to determine whether a Request for Exclusion has
26 been timely submitted. A Class Member who does not request exclusion from the
27 Settlement will be deemed a Participating Class Member and will be bound by all terms of
28 the Settlement, if the Settlement is granted Final Approval by the Court.

1 43. **“Response Deadline”** means the deadline by which Class Members must
2 postmark to the Settlement Administrator valid Share Forms, Requests for Exclusion, or
3 file and serve objections to the Settlement. The Response Deadline will be 30 calendar
4 days from the initial mailing of the Notice Packet by the Settlement Administrator, unless
5 the that day falls on a Sunday or federal holiday, in which case the Response Deadline will
6 be extended to the next day on which the U.S. Postal Service is open. The Response
7 Deadline for Objections or Requests for Exclusion will be extended fifteen (15) calendar
8 days for any Class Member who is re-mailed a Notice Packet by the Settlement
9 Administrator, unless the 15th day falls on a Sunday or federal holiday, in which case the
10 Response Deadline will be extended to the next day on which the U.S. Postal Service is
11 open. The Response Deadline may also be extended by agreement between Class Counsel
12 and Defendants or by Order of the Court.

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

15 45. **“Settlement Administrator”** means a third-party class action settlement
16 claims administrator selected by the Parties and approved by the Court for purposes of
17 administering this Settlement. The Parties each represent that they will not select a
18 Settlement Administrator in which either Party has any financial interest or other
19 relationship that could create a conflict of interest.

20 46. **“Settlement Administration Costs”** means the costs payable from the
21 Maximum Settlement Amount to the Settlement Administrator for administering this
22 Settlement, including, but not limited to, printing, distributing, and tracking documents
23 for this Settlement, calculating estimated amounts per Class Member, tax reporting,
24 distributing the appropriate settlement amounts, and providing necessary reports and
25 declarations, and other duties and responsibilities set forth herein to process this
26 Settlement, and as requested by the Parties. The Settlement Administration Costs will be
27 paid from the Maximum Settlement Amount and shall not exceed \$75,000.00.

28 47. **“Workweeks”** means the number of weeks worked by each Class Member

1 as a non-exempt employee during the Class Period. Workweeks are determined by
2 calculating the number of days each Class Member worked during the Class Period and
3 dividing by seven (7). Partial workweeks will not be counted, meaning incomplete
4 workweeks will be rounded down; however, a Class Member who worked only one day
5 during the Class Period will be credited with having worked one Workweek for purposes
6 of the Settlement.

7 **CLASS CERTIFICATION**

8 48. Solely for purposes of settling the Action, the Parties stipulate and agree that
9 the requisites for establishing class certification with respect to the Settlement Class have
10 been met and are met. If the Settlement is not approved by the Court, Defendants retain
11 all rights and opportunities to contest class certification on all issues in the Action. More
12 specifically, the Parties stipulate and agree for purposes of this Settlement only that:

13 a. The Settlement Class is ascertainable and so numerous as to make it
14 impracticable to join all Class Members;

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

- 17 i. Whether Defendants had a common policy and/or practice of depriving
18 Plaintiffs and Class Members of required minimum wages;
- 19 ii. Whether Defendants unlawfully and/or willfully failed to compensate
20 Plaintiffs and Class Members required minimum wages;
- 21 iii. Whether Defendants had a common policy and/or practice of depriving
22 Plaintiffs and Class Members of compliant, off-duty rest periods;
- 23 iv. Whether Defendants unlawfully and/or willfully deprived Plaintiffs
24 and Class Members of compliant, off-duty rest periods;
- 25 v. Whether Defendants have a common policy and/or practice of failing
26 to maintain accurate payroll records in the State of California;
- 27 vi. Whether Defendants unlawfully and/or willfully failed to maintain
28 accurate payroll records in the State of California;

- 1 vii. Whether Defendants have a common policy and/or practice of failing
2 to provide accurate wage statements reflecting hours worked and
3 wages earned to Plaintiffs and Class Members;
4 viii. Whether Defendants unlawfully and/or willfully failed to provide
5 accurate wage statements reflecting hours worked and wages earned to
6 Plaintiffs and Class Members;
7 ix. Whether Defendants have a common policy and/or practice of failing
8 to reimburse Plaintiffs and Class Members for reasonable business
9 expenses;
10 x. Whether Defendants unlawfully and/or willfully failed to reimburse
11 Plaintiffs and Class Members for reasonable business expenses;
12 xi. Whether Plaintiffs and Class Members sustained damages as a result
13 of any of the aforementioned violations, and, if so, the proper measure
14 of those damages, including interest, penalties, costs, attorneys' fees,
15 and equitable relief; and
16 xii. Whether Defendants violated the Unfair Competition Law, Cal. Bus. &
17 Prof. Code § 17200, et seq., by violating the above provisions of law.
18 c. That the Class Representatives' claims are typical of the claims of the
19 members of the Settlement Class.
20 d. That the Class Representatives and Class Counsel will fairly and adequately
21 protect the interests of the Settlement Class.
22 e. That the prosecution of separate actions by individual members of the
23 Settlement Class would create the risk of inconsistent or varying adjudications, which
24 would establish incompatible standards of conduct.
25 f. That questions of law and fact common to the members of the Settlement
26 Class predominate over any questions affecting any individual member in such Class, and
27 that a class action is superior to other available means for the fair and efficient
28 adjudication of the controversy.

1 g. The Parties agree that this stipulation regarding class certification is for the
2 sole purpose of facilitating settlement approval. Should the Court ultimately deny
3 settlement approval, the Parties agree that Defendants maintain and has the right to
4 contend that class certification, for all the issues enumerated herein, is improper based
5 upon all defenses available to Defendants prior to execution of this Stipulation.

6 **TERMS OF AGREEMENT**

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

9 49. Prior to filing the motion for preliminary approval, the Parties shall stipulate
10 to the filing of a Second Amended Complaint adding Steven Ariel Cordova as a
11 Plaintiff/Class Representative in the *Lalezarian* Action and will request dismissal of the
12 *Cordova* action in its entirety without prejudice.

13 50. Funding of the Maximum Settlement Amount. Within five (5) calendar days
14 after the Effective Date, the Settlement Administrator will provide the Parties with an
15 accounting of the amounts to be paid by Defendants pursuant to the terms of the
16 Settlement, including the amount of the employer contribution for payroll taxes to be paid
17 by Defendants. Within thirty (30) days of receiving the final accounting of funds by the
18 Settlement Administrator, Defendants will make the required deposit of the Maximum
19 Settlement Amount in the amount of \$3,000,000.00 ("Maximum Settlement Amount");¹

20 51. Within five (5) calendar days of the funding of the Maximum Settlement
21 Amount, the Settlement Administrator will issue payments to: (a) Class Representatives;
22 (b) Class Counsel; (c) the Participating Class Members; (d) the Labor and Workforce
23 Development Agency; and (e) the Settlement Administrator.

24 52. Class Counsel's Fees and Costs. Defendants agree not to oppose or impede
25 any application or motion by Class Counsel for Class Counsels' Fees and Costs of up to

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

1 one-third of the Maximum Settlement Amount, or \$1,000,000.00, plus the
2 reimbursement of actual reasonable costs and expenses incurred in connection with Class
3 Counsels' litigation and settlement of the Action, up to Seventy-Five Thousand Dollars and
4 Zero Cents (\$75,000), both of which will be paid from the Maximum Settlement Amount.

5 53. Class Representative Enhancement Payment. In recognition of their efforts
6 and work in prosecuting the Action on behalf of Class Members and the Aggrieved
7 Employees and in negotiating the Settlement, Defendants agree not to oppose or impede
8 any application or motion for a Class Representative Enhancement Payment for each
9 Plaintiff of up to a total of \$5,000, subject to the Court's approval. The Class
10 Representative Enhancement Payment, which will be paid from the Maximum Settlement
11 Amount, is in addition to the payment to which they are entitled as Settlement Class
12 Member or is entitled to as part of Plaintiffs' Individual Class Payment.

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

21 55. Labor and Workforce Development Agency Payment. Subject to Court
22 approval, the Parties agree that the amount of Three Hundred Thousand Dollars and Zero
23 Cents (\$300,000.00) of the Maximum Settlement Amount will be allocated to the
24 resolution of the Aggrieved Employees' claims arising under PAGA ("PAGA Settlement
25 Amount"). Pursuant to PAGA, Seventy-Five Percent (75%), or Two-Hundred Twenty-Five
26 Thousand Dollars and Zero Cents (\$225,000.00), of the PAGA Settlement Amount will be
27 paid to the California Labor and Workforce Development Agency ("LWDA"), and Twenty-
28 Five Percent (25%), or Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00), will

1 be distributed to allegedly Aggrieved Employees. Class Counsel shall be responsible for
2 giving any required notice of this Settlement to the LWDA.

3 56. Settlement Administration Cost Decreases. Any portion of the estimated or
4 designated Settlement Administration Costs which are not required to fulfill the total
5 Settlement Administration Costs will become part of the Net Settlement Amount.

6 57. Individual Class Payment and Individual PAGA Payment Calculations.
7 Individual Class Payments will be calculated and apportioned from the Net Settlement
8 Amount based on the Workweeks a Participating Class Member worked during the Class
9 Period. Individual PAGA Payments will be separately calculated and apportioned from the
10 portion of the PAGA amount intended for Aggrieved Employees. Specific calculations of
11 Individual Class Payments and Individual PAGA Payments will be made as follows:

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

20 b. The Settlement Administrator will calculate the total Workweeks for
21 all Settlement Class Members by adding the number of Workweeks worked by each
22 Settlement Class Member during the Class Period.

23 c. The respective Workweeks for each Settlement Class Member will be
24 divided by the total Workweeks for each Settlement Class Member, resulting in the
25

26 ² Defendants' Workweek data will be presumed to be correct unless a particular Class
27 Member proves otherwise to the Settlement Administrator by credible written evidence.
28 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.

1 Payment Ratio for each Settlement Class Member. However, the minimum
2 payment to any given Class Member shall be no less than 25 dollars.

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

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

14 58. Confirmatory Discovery. Within ten (10) business days of execution of this
15 Agreement, Defendants will provide Plaintiffs with 100% of the time and payroll data for
16 the Class to allow Plaintiffs to verify the information relied upon in agreeing to settle, as
17 well as a redacted version of their expert's report. Defendants shall further not object to
18 Class Counsel being provided with the Class List prior to final approval being granted.
19 Plaintiffs' counsel agrees to treat the personal contact information as strictly confidential.

20 59. Limited Confidentiality. The Parties agree not to issue press releases,
21 communicate with, or respond to, any media or publication entities concerning the
22 Settlement, including the fact of the Settlement, its terms or contents, and the negotiations
23 underlying the Settlement prior to final approval and Entry of Judgment, except as
24 required by law or as shall be contractually required to effectuate the terms of the
25 Settlement as set forth herein. Nothing stated herein shall prohibit Class Counsel from
26 discussing the Settlement, the fact of Settlement, and its terms and conditions: (i) with
27 Class Members and/or (ii) in court filings, including in their respective firm resumes,
28 and/or (iii) in all necessary motions and supporting memoranda related to preliminary

1 and final approval of the Settlement or for other class action settlements. This provision
2 also does not limit Class Counsel (i) from complying with ethical obligations; or (ii) from
3 posting a neutral description of publicly available facts regarding the Settlement, provided
4 that such posting does not expressly identify Defendant by name.

5 60. Class Member Communications. Defendants will instruct its officers,
6 directors, and managers that, should they be contacted by Class Members or persons who
7 believe they may be Class Members in relation to this Agreement, such officers, directors,
8 and exempt managers should make no comment except those necessary to direct the
9 employees to the Settlement Administrator and the Class Notice, or Class Counsel, and to
10 provide such Class Members with contact information for the Settlement Administrator
11 and Class Counsel. Defendants agree not to discourage or prevent Class Members from
12 exercising any of their rights or obligations pursuant to this Agreement. At no time will
13 any of the Parties or their counsel take any action to encourage, support, require, or induce
14 Class Members to object to the Settlement Agreement, opt-out from the Settlement, or
15 appeal from the Order and Judgment.

16 61. Settlement Awards Do Not Trigger Additional Benefits. All Individual Class
17 Payments to Participating Class Members shall be deemed to be paid to such Participating
18 Class Members solely in the year in which such payments are received by the Participating
19 Class Members. It is expressly understood and agreed that the receipt of such Individual
20 Class Payments will not entitle any Participating Class Member to additional
21 compensation or benefits under any company bonus, commission, or other compensation
22 or benefit plan or agreement in place during the period covered by the Settlement, nor will
23 it entitle any Participating Class Member to any increased retirement, 401K benefits or
24 matching benefits, or deferred compensation benefits. It is the intent of the Parties to this
25 Settlement that the Individual Class Payments provided for in this Settlement are the sole
26 payments to be made by Defendants to the Participating Class Members, and that the
27 Participating Class Members are not entitled to any new or additional compensation or
28 benefits as a result of having received the Individual Settlement Payments

1 (notwithstanding any contrary language or agreement in any benefit or compensation plan
2 document that might have been in effect during the period covered by this Settlement).

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

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

8 64. Notice by First-Class U.S. Mail. Within five (5) calendar days following
9 receipt of the Class List, the Settlement Administrator will mail a Notice Packet,
10 substantially in the form attached hereto as **Exhibit A**, to all Class Members via regular
11 First-Class U.S. Mail, using the most current, known mailing addresses identified in the
12 Class List. Each Notice Packet will provide: (a) information regarding the nature of the
13 Action; (b) a summary of the Settlement's principal terms; (c) the Settlement Class
14 definition; (d) each Class Member's estimated Individual Class Payment and the formula
15 for calculating Individual Class Payments; (e) the dates which comprise the Class Period;
16 (f) instructions on how to submit valid Requests for Exclusion or objections; (g) the
17 deadlines by which the Class Member must fax or postmark Requests for Exclusions or
18 file and serve objections to the Settlement; (h) the claims to be released, as set forth herein;
19 and (i) the date for the Final Approval Hearing. The Settlement Administrator will also
20 create a website that lists key deadlines and has links to the notice, claim form (if any),
21 preliminary approval order, motions for preliminary and final approval and for attorneys'
22 fees, and any other important documents in the case.

23 65. Confirmation of Contact Information in the Class Lists. Prior to mailing, the
24 Settlement Administrator will perform a search based on the National Change of Address
25 Database for information to update and correct for any known or identifiable address
26 changes. Any Notice Packets returned to the Settlement Administrator as non-deliverable
27 on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail
28 to the forwarding address affixed thereto and the Settlement Administrator will indicate

1 the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the
2 Settlement Administrator will promptly attempt to determine the correct address using a
3 skip-trace, or other search using the name, address and/or Social Security number of the
4 Class Member involved and will then perform a single re-mailing. Those Class Members
5 who receive a re-mailed Notice Packet, whether by skip-trace or by request, will have
6 between the later of: (a) an additional fifteen (15) calendar days; or (b) the Response
7 Deadline to fax or postmark a Request for Exclusion, or file and serve an objection to the
8 Settlement.

9 66. The Settlement Administrator shall exercise its best judgment to determine
10 the current mailing address for each Class Member. The address identified by the
11 Settlement Administrator as the current mailing address shall be presumed to be the best
12 mailing address for each Class Member.

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

28 68. Request for Exclusion Procedures. Any Class Member wishing to opt-out

1 from the Settlement Agreement must sign and postmark a written Request for Exclusion
2 to the Settlement Administrator within the Response Deadline. The date of the postmark
3 on the return mailing envelope will be the exclusive means to determine whether a
4 Request for Exclusion has been timely submitted. All Requests for Exclusion will be
5 submitted to the Settlement Administrator, who will certify jointly to Class Counsel and
6 Defendants' Counsel the Requests for Exclusion that were timely submitted. Any Class
7 Member who submits a Request for Exclusion shall be prohibited from objecting to the
8 Settlement Agreement.

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

14 70. Objection Procedures. To object to the Settlement Agreement, a Class
15 Member must file a valid Notice of Objection with the Court on or before the Response
16 Deadline. The Notice of Objection shall be signed by the Class Member and contain all
17 information required by this Settlement Agreement. Class Members may also raise
18 objections orally at the Final Fairness and Approval hearing, whether or not they
19 previously submitted a valid Notice of Objection. At no time will any of the Parties or their
20 counsel take any action to encourage, support, or induce Class Members to object to the
21 Settlement Agreement, opt-out from the Settlement, or appeal from the Order and
22 Judgment. Class Counsel will not represent any Class Members with respect to any such
23 objections to this Settlement.

24 71. Certification Reports Regarding Individual Class Payment Calculations. The
25 Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly
26 report which certifies: (a) the number of Class Members who have submitted valid
27 Requests for Exclusion; and (b) whether any Class Member has submitted a challenge to
28 any information contained in their Claim Form or Notice Packet. Additionally, the

1 Settlement Administrator will provide to counsel for both Parties any updated reports
2 regarding the administration of the Settlement Agreement as needed or requested. No
3 later than 30 days prior to the deadline for Class Counsel to file its motion in support of
4 the Final Approval and Fairness Hearing, the Settlement Administrator will compile and
5 deliver to Class Counsel and Defense Counsel a declaration with summary information of
6 the Notice process, including but not limited to: (a) the total amount of final Individual
7 Class Payments of each Settlement Class Member; (b) the number of Settlement Class
8 Members to receive such payments; (c) the final number of requests for exclusion/opt-
9 outs requests and objections; (d) the Settlement Administrator's qualifications for
10 administration; and (e) an explanation of the steps taken to implement the Notice process
11 as set forth in this Agreement. The Settlement Administrator will also provide a copy of
12 each opt-out request and objection, authenticate those documents, and provide all
13 necessary details as requested by Counsel regarding the timing and handling of any opt-
14 out requests and objections.

15 72. Uncashed Settlement Checks. Any checks issued by the Settlement
16 Administrator to Participating Class Members will be negotiable for 180 calendar days
17 from the date the check was issued (the "Void Date"). For any Class Member whose
18 Individual Class Payment check or Individual PAGA Payment check is uncashed and
19 cancelled after the Void Date, the Administrator shall transmit the funds to the California
20 Unclaimed Property Fund in the name of the Class Member or Aggrieved Employee.

21 73. Certification of Completion. Upon completion of administration of the
22 Settlement, the Settlement Administrator will provide a written declaration under oath to
23 certify such completion to the Court and counsel for all Parties.

24 74. Treatment of Individual Class Payments and Individual PAGA Payments.
25 Individual Class Payments will be allocated as follows: of each Individual Class Payment,
26 10% will be allocated as alleged unpaid wages and 90% will be allocated as alleged unpaid
27 civil penalties. The percentage of each Individual Class Payment allocated as wages will be
28 reported on an IRS Form W-2 by the Settlement Administrator. The remaining percentage

1 of each payment shall be allocated as interest, penalties, and reimbursement, and will be
2 reported on an IRS Form-1099 by the Settlement Administrator. All Individual PAGA
3 Payments will be allocated as alleged penalties and will be reported on an IRS Form-1099
4 by the Settlement Administrator.

5 75. Administration of Taxes by the Settlement Administrator. The Settlement
6 Administrator will be responsible for issuing to Plaintiffs, Participating Class Members,
7 Aggrieved Employees, and Class Counsel any W-2, 1099, or other tax forms as may be
8 required by law for all amounts paid pursuant to this Agreement.

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

23 77. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
24 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
25 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
26 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
27 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN
28 OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR

1 WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
2 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN
3 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31
4 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
5 EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
6 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
7 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
8 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
9 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
10 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
11 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
12 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
13 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
14 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
15 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
16 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
17 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
18 AGREEMENT.

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

23 79. Release of Claims by Class Members. As of the Effective Date *and* full
24 funding the MSA by Defendants, the Settlement Class and Participating Class Members
25 fully release and discharge the Released Parties for the Released Claims for the Release
26 Period. Participating Class Members will be deemed to have acknowledged and agreed
27 that their claims for wages and penalties in the Action are disputed, and that Individual
28 Class Payments constitute payment of all sums allegedly due. Participating Class Members

1 will be deemed to have acknowledged and agreed that California Labor Code Section 206.5
2 is not applicable to the Individual Class Payment.

3 80. Plaintiffs' Released Claims. Plaintiffs have entered into a separate and
4 confidential individual general release with a Civil Code section 1542 waiver of all claims,
5 including her alleged claims for constructive termination, or retaliation for engaging in a
6 protected activity, in exchange for their Individual Settlement Payments. If necessary, the
7 Parties will agree to disclose the agreements to the Court in camera or under seal. Plaintiffs
8 shall receive \$10,000 in exchange of this release.

9 81. Release of Claims by Aggrieved Employees and State. As of the Effective Date
10 and full funding the MSA by Defendants, the Aggrieved Employees and State of California
11 fully release and discharge the Released Parties for the Released PAGA Claims for the
12 PAGA Release Period.

13 82. Duties of the Parties Prior to Court Approval. The Parties shall promptly
14 submit this Settlement Agreement to the Court in support of Plaintiffs' Motion for
15 Preliminary Approval and determination by the Court as to the fairness, adequacy, and
16 reasonableness of the Settlement Agreement. Promptly upon execution of this Settlement
17 Agreement, the Parties shall apply to the Court for the entry of an order for:

18 a. Scheduling a fairness hearing on the question of whether the proposed
19 Settlement, including but not limited to, payment of Class Counsels' fees and costs, and
20 the Class Representatives Enhancement Payment, should be finally approved as fair,
21 reasonable, and adequate as to the members of the Settlement Class;

22 b. Preliminarily Certifying a Settlement Class;

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

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

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

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

1 Court.

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

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

8 b. Approval of Class Counsels' application for an award of attorneys' fees and
9 costs;

10 c. Approval of the Class Representatives Enhancement Payment to the Class
11 Representatives;

12 d. Approval of the Settlement Administration Costs of the Settlement
13 Administrator; and

14 e. That judgment be entered in the Action.

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

24 85. Escalator Clause. Defendants have represented that there are 1,124 Class
25 Members who worked approximately 75,000 workweeks from March 15, 2020 through
26 October 21, 2025. Plaintiffs have relied upon these material representations in entering
27 into this Settlement. In the event that Defendants demonstrate to Plaintiffs that the total
28 workweek count is no more than 2.5% above the 75,000 (not more than 76,875), then the

1 Class and PAGA periods shall close as of either (a) the date at which the workweek count
2 is, in fact, 75,000 or (b) November 20, 2025, whichever is later, *but in no event shall the*
3 *class period ever exceed 78,500*. However, in the event the data demonstrates that the total
4 workweek count is not more than 76,875, then the Class and PAGA periods shall close as
5 of the date at which the workweek count equals 75,000. For the avoidance of doubt, any
6 increase to the Maximum Settlement Amount caused by this Paragraph shall apply to Class
7 Counsel's fees such that they shall be equal to one-third of the amount of the escalated
8 Maximum Settlement.

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

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

25 88. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the
26 Court to request the Preliminary Approval of the Settlement Agreement, and the entry of
27 a Preliminary Approval Order for: (a) conditional certification of the Settlement Class for
28 settlement purposes only, (b) Preliminary Approval of the proposed Settlement

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

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

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

1 enumerated events has occurred. Termination of this Agreement shall have the following
2 effects:

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

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

9 c. The Settlement Agreement and all negotiations, statements, and
10 proceedings relating thereto shall be without prejudice to the rights of any of the Parties,
11 all of whom shall be restored to their respective positions in the Action prior to the
12 Settlement.

13 91. Judgment and Continued Jurisdiction. Upon Final Approval of the
14 Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the
15 Parties will present the Judgment pursuant to California Code of Civil Procedure section
16 664.6 to the Court for its approval. After entry of the Judgment, the Court will have
17 continuing jurisdiction for purposes of addressing: (a) the interpretation and enforcement
18 of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-
19 Judgment matters as may be appropriate under court rules or as set forth in this
20 Agreement.

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

25 93. Entire Agreement. This Settlement Agreement, the general release of all
26 claims by the Class Representative, and any attached Exhibits constitute the entirety of
27 the Parties' settlement terms. No other prior or contemporaneous written or oral
28 agreements may be deemed binding on the Parties. The Parties expressly recognize

1 California Civil Code §1625 and California Code of Civil Procedure § 1856(a), which
2 provide that a written agreement is to be construed according to its terms and may not be
3 varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic
4 oral or written representations or terms will modify, vary, or contradict the terms of this
5 Agreement.

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

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

20 96. Signatories. It is agreed for the purposes of this Settlement Agreement only
21 that because the members of the Class are so numerous, it is impossible or impractical to
22 have each member of the Class execute this Settlement Agreement. The Notice, attached
23 hereto as **Exhibit A**, will advise all Class Members of the binding nature of the release,
24 and the release shall have the same force and effect as if this Settlement Agreement were
25 executed by each member of the Class.

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

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

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

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

21 101. Invalidity of Any Provision. Before declaring any provision of this Settlement
22 Agreement invalid, the Court will first attempt to construe the provision as valid to the
23 fullest extent possible consistent with applicable precedents so as to define all provisions
24 of this Settlement Agreement valid and enforceable.

25 102. Plaintiffs' Waiver of Right to Be Excluded and Object. Plaintiffs agree to sign
26 this Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by
27 the terms herein. For good and valuable consideration, Plaintiffs further agrees that he
28 will not request to be excluded from the Settlement Agreement, nor object to any terms

1 herein, except as stipulated by the Parties in regard to her individual claims.

2 103. Waiver of Certain Appeals. The Parties agree to waive appeals and to
3 stipulate to class certification for purposes of this Settlement only; except, however, that
4 Plaintiffs or Class Counsel may appeal any reduction in the Class Counsel's Fees and Costs
5 below the amount requested from the Court but must inform Defense Counsel and the
6 Class Administrator of any intent to appeal prior to the distribution of any funds from the
7 Class Administrator to any Settlement Class Members or any other Parties.

8 104. Non-Admission of Liability. The Parties enter into this Agreement to resolve
9 the dispute that has arisen between them and to avoid the burden, expense, and risk of
10 continued litigation. In entering into this Agreement, Defendants do not admit, and
11 specifically denies, it has violated any federal, state, or local law; violated any regulations
12 or guidelines promulgated pursuant to any statute or any other applicable laws,
13 regulations, or legal requirements; breached any contract; violated or breached any duty;
14 engaged in any misrepresentation or deception; or engaged in any other unlawful conduct
15 with respect to its employees. Neither this Agreement, nor any of its terms or provisions,
16 nor any of the negotiations connected with it, shall be construed as an admission or
17 concession by Defendants of any such violations or failures to comply with any applicable
18 law. The Parties agree that there exists a bona fide dispute as to whether any compensation
19 is actually due to Plaintiffs, the putative class, and Aggrieved Employees, and if so, the
20 amount thereof, and no legal determinations have been made with respect to the legal
21 claims bought in the Action and resolved in this Settlement. Except as necessary in a
22 proceeding to enforce the terms of this Agreement, this Agreement and its terms and
23 provisions shall not be offered or received as evidence in any action or proceeding to
24 establish any liability or admission on the part of Defendants or to establish the existence
25 of any condition constituting a violation of, or a non-compliance with, federal, state, local,
26 or other applicable law.

27 105. Captions. The captions and section numbers in this Agreement are inserted
28 for the reader's convenience, and in no way define, limit, construe, or describe the scope

1 or intent of the provisions of this Agreement.

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

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

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

18 109. Representation By Counsel. The Parties acknowledge that they have been
19 represented by counsel throughout all negotiations that preceded the execution of this
20 Agreement, and that this Agreement has been executed with the consent and advice of
21 counsel, and reviewed in full. Further, Plaintiffs and Class Counsel warrant and represent
22 that there are no liens on the Settlement Agreement.

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

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

1 To Plaintiffs and the Settlement Class:

2 Navid Barahmand, Esq. (Bar No.
3 340934)
4 **BARAHMAND LAW GROUP**
5 navid@barahmandlaw.com
6 23801 Calabasas Road, Suite
7 2034
8 Calabasas, California 91302
9 tel: (818) 574-3355

10 Elliot J. Siegel (Bar No. 286798)
11 elliot@kingsiegel.com
12 Julian Burns King (Bar No. 298617)
13 julian@kingsiegel.com
14 **KING & SIEGEL LLP**
15 724 South Spring Street, Suite 201
16 Los Angeles, California 90014
17 tel: (213) 465-4802

18 To Defendant:

19 Jonathan Werner, Esq. (SBN 220011)
20 **FROST BROWN TODD, LLP**
21 1 Macarthur Pl Ste 200,
22 Santa Ana, California 92707-5941
23 Phone (714) 852-6800
24 Attorneys for Defendants

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

28 113. Binding Agreement. The Parties warrant that: 1) they understand and have
29 full authority to enter into this Agreement; 2) they intend that this Agreement will be fully
30 enforceable and binding on all Parties; and 3) agree that it will be admissible and subject
31 to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
32 confidentiality provisions that otherwise might apply under federal or state law.

33 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed
34 this Joint Stipulation of Settlement and Release Between Plaintiffs and Defendants as of
35 the date(s) set forth below:

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SIGNATURES

READ CAREFULLY BEFORE SIGNING

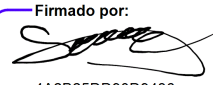
PLAINTIFF: Yehoshoua Lalezarian

Dated: 11/24/2025


Yehoshoua Lalezarian (Nov 24, 2025 11:35:07 PST)
Yehoshoua Lalezarian

PLAINTIFF: Steven Ariel Cordova

Dated: 11/27/2025

Firmado por:

4A2B26DD00D0436...
Steven Ariel Cordova

PLAINTIFF: Marcela De Los Angeles
Herrera Perez

Dated: 11/25/2025


Marcela De Los Angeles Herrera Perez (Nov 25, 2025 13:07:18 PST)
Marcela De Los Angeles Herrera Perez

DEFENDANT: Homak Enterprises, Inc, a
California Corporation d/b/a McDonalds

Dated: _____

By: _____
Its: _____

DEFENDANT: Homak JS1 Enterprises, Inc, a
California Corporation d/b/a McDonalds

Dated: _____

By: _____
Its: _____

DEFENDANT: Homak JS 2 Enterprises, Inc, a
California Corporation d/b/a McDonalds

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SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF: Yehoshoua Lalezarian

Dated: _____
Yehoshoua Lalezarian

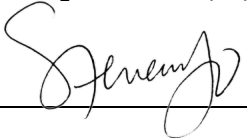
PLAINTIFF: Steven Ariel Cordova

Dated: _____
Steven Ariel Cordova

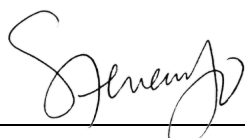
PLAINTIFF: Marcela De Los Angeles
Herrera Perez

Dated: _____
Marcela De Los Angeles Herrera Perez

DEFENDANT: Homak Enterprises, Inc, a
California Corporation d/b/a McDonalds

Dated: December 1, 2025
By: 
Its: _____

DEFENDANT: Homak JS1 Enterprises, Inc, a
California Corporation d/b/a McDonalds

Dated: December 1, 2025
By: 
Its: _____

DEFENDANT: Homak JS 2 Enterprises, Inc, a
California Corporation d/b/a McDonalds

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Dated: December 1, 2025

By: 
Its: _____

Exhibit A

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

Yehoshoua Lalezarian et al. v. Homak Enterprises, Inc. et al.
Superior Court of the State of California, Los Angeles County
Case No. 24STCV06524

*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 Homak Enterprises, Inc., Homak JS 1 Enterprises, Inc. and Homak JS 2 Enterprises, Inc. (collectively “Homak” or “Defendant(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 Homak who worked at least one shift in California from March 15, 2020 through October 21, 2025.

On [REDACTED], the Honorable Kenneth R. Freeman of the Superior Court of California for the County of Los Angeles 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 HOMAK, PARTICIPATION IN THIS
SETTLEMENT WILL NOT AFFECT OR DISRUPT YOUR WORK IN ANY
MANNER. YOU WILL NOT BE RETALIATED AGAINST BY DEFENDANTS**

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>>.

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

FOR YOUR PARTICIPATION.

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._____](http://www._____.).

What Is This Case About?

Yehoshoua Lalezarian, Marcela De Los Angeles Herrera Perez, and Steven Ariel Cordova were employees of Homak Enterprises, Inc., Homak JS 1 Enterprises, Inc. and Homak JS 2 Enterprises, Inc. (collectively "Defendant"). They are the "Plaintiffs" in this case and are suing Defendants on behalf of themselves and all Class Members. Plaintiffs sued Defendants, alleging: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to authorize 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 pay reporting time wages; (7) failure to reimburse necessary business expenses; (8) civil penalties under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* ("PAGA"); and (9) 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 Plaintiffs' 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 assert that Homak 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 _____, 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 _____ on _____, in

Department 14 of the Superior Court of California for the County of Los Angeles, 312 North Spring Street, Los Angeles, CA 90012. You are not required to attend the Hearing.

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

Elliot J. Siegel
KING & SIEGEL, LLP
(213) 465-4802
724 South Spring Street, Suite 201
Los Angeles, California 90014

Navid Barahmand
BARAHMAND LAW GROUP
23801 Calabasas Road, Suite 2034
Calabasas, California 91302

John Brown
WILSHIRE LAW FIRM
660 S. Figueroa St., Sky Lobby,
Los Angeles, CA 90017

Summary of the Settlement Terms

Plaintiffs and Defendants have agreed to settle this case on behalf of themselves and the Class Members for \$3,030,000.00 (“Maximum Settlement Amount”).

The Maximum Settlement Amount includes: (1) Individual Settlement Payments to Participating Class Members; (2) a \$5,000 service payment to the Representative Plaintiffs for their 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; (4) \$225,000 to the California Labor & Workforce Development Agency, representing the State of California’s portion of civil penalties under PAGA (or 75% of the \$300,000 allocated to PAGA penalties); (5) an aggregate of \$75,000 to alleged PAGA Aggrieved Employees (or 25% of the \$300,000 allocated to PAGA penalties); (6) payment of \$10,000 to each Plaintiff in exchange for their individual general releases of all claims; and (7) subject to Court approval of an application for fees and costs, an award of up to \$1,000,000.00 in attorneys’ fees and up to \$75,000 in litigation costs and expenses to Class Counsel.

After deducting the service payments to Plaintiffs, 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 Homak Enterprises, Inc. *outside* of the Maximum Settlement Amount.

Questions? Contact the Settlement Administrator toll free at _____

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 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. However, the minimum payment to any given Class Member shall be no less than 25 dollars.
- 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.

² Defendants’ 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.

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 *Yehoshoua Lalezarian et al v. Homak Enterprises, Inc. et al.* Settlement Administrator, c/o [REDACTED] no later than 45 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.**

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, 33% of each Individual Settlement Payment will be allocated to alleged unpaid wages, 33% will be allocated as alleged unpaid civil penalties, and 34% will be allocated to 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.

³ Unless the 15th day falls on a Sunday or federal holiday, in you have until the next day on which the U.S. Postal Service is open.

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, including but not limited to all of the following claims for relief: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to authorize 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 pay reporting time wages; (7) failure to reimburse necessary business expenses; (8) civil penalties under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, et seq. (“PAGA”); and (9) Unlawful Business Practices, Cal. Bus. & Prof. Code §§ 17200, et seq.

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. The Released PAGA Claims shall be released through the PAGA Release Period.

Released Parties means (i) Defendant Homak Enterprises, Inc., Defendant Homak JS 1 Enterprises, Inc, and Defendant Homak JS 2 Enterprises, Inc.; (ii) its respective past and present direct and indirect subsidiaries and affiliates of any of the foregoing; (iii) the past and present shareholders, directors, officers, agents, employees, clients, attorneys, insurers, predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing.

The “Release Period” is the period from March 15, 2020 through [the date at which the workweek count is 75,000 or November 20, 2025, whichever is later]. The “PAGA Release Period” is the period from March 15, 2023 through [the date at which the workweek count is 75,000 or November 20, 2025, whichever is later].

Option 2 – Opt-Out of the Settlement

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 *YEHOUSHOUA LALEZARIAN ET. AL. V. HOMAK ENTERPRISES, INC., ET. AL. LAWSUIT.*”

Questions? Contact the Settlement Administrator toll free at _____

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.

Yehoshoua Lalezarian et. Al v. Homak Enterprises, Inc., et. al Settlement

Administrator

c/o _____

Telephone: _____

The written request to be excluded from the Settlement must be postmarked to the Settlement Administrator not later than _____ [45 days from mailing]. If you submit a request for exclusion which is not postmarked by _____, 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 Homak 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 _____. All objections or other correspondence should state the name and number of the case, which is *Yehoshoua Lalezarian et. al. v. Homak Enterprises, Inc., et. al.*, Los Angeles County Case Number No. 24STCV06524.

You may also appear at the Final Fairness and Approval Hearing set for _____ at _____, in Department 14 of the Superior Court of California

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.

for the County of Los Angeles located at 312 North Spring Street, Los Angeles, CA 90012, 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 Los Angeles, 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. \[REDACTED\]](#).

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

Share Form

Yehoshoua Lalezarian et al. v. Homak Enterprises, Inc., et al.
Superior Court of the State of California, Los Angeles County
Case No. 24STCV06524

For all persons who are or previously were employed by Defendants Homak Enterprises, Inc., Homak JS 1 Enterprises, Inc., and Homak JS 2 Enterprises, Inc. (“Defendants”) in the State of California as a non-exempt employee in the State of California from March 15, 2020 through [the date at which the workweek count is 75,000 or November 20, 2025, whichever is later] (“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. Defendants’ records show that during the Class Period, you worked a total of [REDACTED] Workweeks. [[Defendants’ 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 Defendants' 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)
4 julian@kingsiegel.com
5 **KING & SIEGEL LLP**
6 724 South Spring Street, Suite 201
7 Los Angeles, California 90014
8 tel: (213) 465-4802

9 Navid Barahmand, Esq. (Bar No.
10 340934)
11 **BARAHMAND LAW GROUP**
12 navid@barahmandlaw.com
13 23801 Calabasas Road, Suite 2034
14 Calabasas, California 91203
15 tel: (818) 574-3355

16 Attorneys for Plaintiff and the Putative Class

17
18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF LOS ANGELES**
20

21 **Yehoshoua Lalezarian**, individually and
22 on behalf of all similarly situated
23 individuals, **Marcela De Los Angeles**
24 **Herrera Perez**, individually and on behalf
25 of all similarly situated individuals,

26 Plaintiffs,

27 vs.

28 **Homak Enterprises, Inc.**, a California
Corporation d/b/a **McDonald's**; **Homak**
JS1 Enterprises, Inc., a California
Corporation; **Homak JS2 Enterprises,**
Inc., a California Corporation; and **Does 1-**
10, inclusive;

Defendants.

CASE NO. 24STCV06524

[Assigned to the Honorable Kenneth R.
Freeman, Dept. 14]

CLASS ACTION

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

Date: _____ [Reserved]

Time: _____

Dept.: _____

1 Plaintiffs' Unopposed Motion for Preliminary Approval of the proposed settlement
2 of this action on the terms set forth in the Joint Stipulation of Settlement and Release of
3 Class and PAGA Action (the "Settlement" or "Stipulation") came on for hearing on
4 _____, 2026.

5 Having considered the Settlement, all papers and proceedings held herein, and
6 having reviewed the entire record in this action, Case No. 24STCV06524, entitled
7 *Yehoshoua Lalezarian et al. v. Homak Enterprises, Inc. et al.* (the "Action"), and good
8 cause appearing, the Court finds that:

9 WHEREAS, Plaintiffs Yehoshoua Lalezarian, Marcela De Los Angeles Herrera
10 Perez, and Steven Ariel Cordova (collectively "Plaintiff(s)" or "Class Representative(s)"),
11 have alleged claims against Homak Enterprises, Inc., Homak JS1 Enterprises, Inc., and
12 Homak JS2 Enterprises, Inc. (collectively "Defendant(s)") as individuals and on behalf of
13 all others similarly situated, comprising: "*All persons who worked at least one shift as a*
14 *non-exempt employee for Defendants in California from March 15, 2020 through*
15 *October 21, 2025.*" ("Class Members"); and

16 WHEREAS, Plaintiffs assert class and PAGA claims in the Action against
17 Defendants for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3)
18 failure to authorize meal periods or premium pay in lieu thereof; (4) failure to provide rest
19 periods or premium pay in lieu thereof; (5) failure to provide and maintain accurate
20 records; (6) failure to pay reporting time wages; (7) failure to reimburse necessary business
21 expenses; (8) civil penalties under the Labor Code Private Attorneys General Act of 2004,
22 Cal. Lab. Code §§ 2698, et seq. ("PAGA"); and (9) Unlawful Business Practices, Cal. Bus.
23 & Prof. Code §§ 17200, et seq.

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

27 WHEREAS, without admitting any liability, claim, or defense, Plaintiff and
28 Defendants (collectively, the "Parties") determined that it was mutually advantageous to

1 settle this Action and to avoid the costs, delay, uncertainty, and business disruption of
2 ongoing litigation; and

3 WHEREAS, the Parties agreed to resolve the Action and entered into the Joint
4 Stipulation re: Class and PAGA Action Settlement on [REDACTED], 2025, which provides for the
5 final resolution of all class and PAGA claims asserted by Plaintiffs against Defendants in
6 the Action, on the terms and conditions set forth in the Stipulation, subject to the approval
7 of this Court;

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

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

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

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

14 3. The Class is defined as follows: *“All persons who worked at least one shift*
15 *as a non-exempt employee for Defendants in California from March 15, 2020 through*
16 *[the date at which the workweek count is 75,000 or November 20, 2025, whichever is*
17 *later].”*

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

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

28 6. The plan of distribution as set forth in the Stipulation providing for the

1 distribution of the Net Settlement Amount to Settlement Class Members is preliminarily
2 approved as being fair, reasonable, and adequate.

3 7. The Court preliminarily appoints as Class Counsel the following attorneys:
4 Elliot J. Siegel of King & Siegel LLP, 724 S. Spring Street, Suite 201, Los Angeles, California
5 90014; Navid Barahmand of Barahmand Law Group 23801 Calabasas Road, Suite 2034,
6 Calabasas, California 91302; and John Sprague Brown of Wilshire Law Firm, 3055
7 Wilshire Blvd, FL 12, Los Angeles, CA 90010-1176.

8 8. The Court preliminarily approves the payment of attorneys' fees in the
9 amount of \$1,000,000.00¹ (or one-third of the Maximum Settlement Amount) to Class
10 Counsel, which shall be paid from the Maximum Settlement Amount.

11 9. The Court preliminarily approves the payment of incurred reasonable costs
12 in an amount not to exceed \$75,000.00 to Class Counsel, which shall be paid from the
13 Maximum Settlement Amount as defined in the parties' Stipulation.

14 10. The Court preliminarily approves a payment in the amount of \$300,000.00
15 of the settlement amount to be allocated to PAGA, of which \$225,000.00 will be paid to
16 the California Labor & Workforce Development Agency, representing the State of
17 California's portion of civil penalties under PAGA (or 75% of \$300,000.00), and \$75,000
18 to the alleged Aggrieved Employees (or 25% of \$300,000.00), which shall both be paid
19 from the Maximum Settlement Amount.

20 11. The Court preliminarily approves the payment of incurred reasonable claims
21 administration costs to the Settlement Administrator, in an amount not to exceed
22 \$25,000, which shall be paid from the Maximum Settlement Amount.

23 12. The Court preliminarily approves an enhancement award to the Class
24 Representatives, Yehoshoua Lalezarian, Marcela De Los Angeles Herrera Perez, and
25 Steven Ariel Cordova, in the amount of \$5,000.00 each, which amount shall be paid from
26

27 ¹ For the avoidance of doubt, any increase to the Maximum Settlement Amount caused the
28 Escalator Provision of the Settlement shall apply to Class Counsel's fees such that they shall
be equal to one-third of the amount of the escalated Maximum Settlement.

1 the Maximum Settlement Amount. The Court further preliminarily approves the \$10,000
2 payments associated with the Class Representatives' separate individual settlement
3 agreements (containing general releases of all claims).

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

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

14 15. The Court further sets a hearing for final approval of the Class Action
15 settlement on _____, 2026 at _____ a.m./p.m.

16
17 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

18
19 DATED: _____

20 Hon. Kenneth Freeman
21 Los Angeles County Superior Court Judge
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Exhibit C

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

Yehoshoua Lalezarian, individually and
on behalf of all similarly situated
individuals, **Marcela De Los Angeles
Herrera Perez**, individually and on behalf
of all similarly situated individuals,

Plaintiffs,

vs.

Homak Enterprises, Inc., a California
Corporation d/b/a **McDonald's**; **Homak
JS1 Enterprises, Inc.**, a California
Corporation; **Homak JS2 Enterprises,
Inc.**, a California Corporation; and **Does 1-
10**, inclusive;

Defendants.

CASE NO. 24STCV06524

[Assigned to the Honorable Kenneth R.
Freeman, Dept. 14]

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.: _____

1 **[PROPOSED] ORDER**

2 Plaintiffs' Unopposed Motion for Final Approval of the proposed Settlement of this
3 action on the terms set forth in the Joint Stipulation of Settlement (the "Settlement" or
4 "Stipulation") came on for hearing on [REDACTED], 2026.

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

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

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

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

24 *"All persons who worked at least one shift as a non-exempt employee for*
25 *Defendants in California from March 15, 2020 through [the date at which*
26 *the workweek count is 75,000 or November 20, 2025, whichever is later].*

27
28 ¹ The Court previously granted preliminary approval of the Settlement on [REDACTED].

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

3 5. The Court finds that an ascertainable class of [REDACTED] Participating Class
4 Members exists and a well-defined community of interest exists on the questions of law
5 and fact involved because in the context of the Settlement: (i) all related matters,
6 predominate over any individual questions; (ii) the claims of the Plaintiffs are typical of
7 claims of the Class Members; and (iii) in negotiating, entering into and implementing the
8 Settlement, Plaintiffs and Class Counsel have fairly and adequately represented and
9 protected the interest of the Class Members.

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

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

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

27 9. The Court appoints Elliot J. Siegel of King & Siegel LLP, Navid Barahmand
28 of Barahmand Law Group, and John Sprague Brown of Wilshire Law Firm as Class

1 Counsel, and finds each of them to be adequate, experienced, and well-versed in class
2 action litigation.

3 10. The Court appoints Plaintiffs as Class Representatives and finds them to be
4 adequate.

5 11. The Court is satisfied that [REDACTED], which functioned as the Settlement
6 Administrator, completed the distribution of Class Notice to the Class in a manner that
7 comports with California Rule of Court 3.766. The Class Notice informed the prospective
8 Class Members of the Settlement terms, their right to do nothing and receive their
9 settlement share, their right to submit a request for exclusion, their rights to comment on
10 or object to the Settlement, and their right to appear at the Final Approval and Fairness
11 Hearing, and be heard regarding approval of the Settlement and adequate periods of time
12 to respond and to act were provided by each of these procedures.

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

21 13. The terms of the Settlement Agreement, including the Maximum Settlement
22 Amount of \$3,000,000.00 and the allocation for determining Individual Settlement
23 Payments, are fair, adequate, and reasonable to the Class and to each Class Member, and
24 the Courts grants final approval of the Settlement set forth in the Settlement Agreement,
25 subject to this Order.

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

1 a. The \$1,000,000.00 amount, representing one-third of the Maximum
2 Settlement Amount, requested by Plaintiffs and Class Counsel for the Class
3 Counsels' attorneys' fees is fair and reasonable in light of the benefit obtained for
4 the Class. Class Counsels' fee request is also supported by its lodestar cross-check,
5 and the Court finds that Class Counsels' time spent on the matter and hourly rates
6 charged by the attorneys who worked on the matter are fair and reasonable. The
7 Court grants final approval of, awards, and orders the Class Counsel fees payment
8 to be made in accordance with the Settlement Agreement.

9 b. The Court awards Class Counsel \$_____ in litigation costs, which
10 is an amount which the Court finds to be reflective of the actual and reasonable
11 costs incurred. The Court grants final approval of Class Counsels' litigation
12 expenses payment and orders payment of this amount to be made in accordance
13 with the Settlement Agreement.

14 c. The \$5,000 in Class Representative incentive payments requested to
15 the Named Plaintiffs are fair and reasonable. The Court further approves the
16 \$10,000 payments associated with the Class Representatives' separate individual
17 settlement agreements (containing general releases of all claims). The Court grants
18 final approval of the payments and orders the payments to be made in accordance
19 with the Settlement Agreement.

20 d. The amount of \$_____ designated for payment to the Settlement
21 Administrator is fair and reasonable. The Court grants final approval of it and
22 orders the Parties to make the payment to the Settlement Administrator in
23 accordance with the Settlement Agreement.

24 e. The Court approves of the \$300,000.00 allocation assigned for
25 claims under the Labor Code Private Attorneys General Act of 2004, and orders
26 75% thereof (*i.e.*, \$225,000.00) to be paid to the California Labor and Workforce
27 Development Agency and orders 25% thereof (*i.e.*, \$75,000.00) to be paid to alleged
28 Aggrieved Employees in accordance with the terms of the Settlement Agreement.

1 f. The Court approves of the allocation for settlement of Plaintiffs'
2 individual claims and general releases against Defendants and orders the Parties to
3 make the payment to the Settlement Administrator in accordance with the
4 Settlement Agreement.

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

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

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

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

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

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

21 21. No later than 10 days from this order, the Settlement Administrator shall
22 give notice of judgment to Class Members pursuant to California Rules of Court, rule
23 3.771(b) by posting a copy of this Order and Final Judgment on its website assigned to this
24 matter.

25 22. The Court retains continuing jurisdiction over the Action and the Settlement,
26 including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court and Code
27 of Civil Procedure section 664.6, solely for purposes of (a) enforcing the Settlement
28

1 Agreement, (b) addressing settlement administration matters, and (c) addressing such
2 post-judgment matters as may be appropriate under court rules or applicable law.

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

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

11
12 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

13
14 DATED: _____

15 Hon. Kenneth R. Freeman
16 Los Angeles County Superior Court Judge
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25 _____
26 ² The report shall be in the form of a declaration from the Settlement Administrator and
27 shall describe (i) the date the checks were mailed, (ii) the total number of checks mailed to
28 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.

Stipulation of Settlement of Class Action (Lalezarian) (and exhibits) (002)

Final Audit Report

2025-11-25

Created:	2025-11-24
By:	Navid Barahmand (navid@barahmandlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4sqENoIDsHDq63udaztku1lqSXQs0SiH

"Stipulation of Settlement of Class Action (Lalezarian) (and exhibits) (002)" History

-  Document created by Navid Barahmand (navid@barahmandlaw.com)
2025-11-24 - 7:32:53 PM GMT
-  Document emailed to joshua.lalezarian@gmail.com for signature
2025-11-24 - 7:33:03 PM GMT
-  Document emailed to Marcela Herrera (perezmarcela976@gmail.com) for signature
2025-11-24 - 7:33:03 PM GMT
-  Email viewed by joshua.lalezarian@gmail.com
2025-11-24 - 7:33:48 PM GMT
-  Signer joshua.lalezarian@gmail.com entered name at signing as Yehoshoua Lalezarian
2025-11-24 - 7:35:05 PM GMT
-  Document e-signed by Yehoshoua Lalezarian (joshua.lalezarian@gmail.com)
Signature Date: 2025-11-24 - 7:35:07 PM GMT - Time Source: server
-  Email viewed by Marcela Herrera (perezmarcela976@gmail.com)
2025-11-25 - 6:17:10 PM GMT
-  Document e-signed by Marcela Herrera (perezmarcela976@gmail.com)
Signature Date: 2025-11-25 - 9:07:18 PM GMT - Time Source: server
-  Agreement completed.
2025-11-25 - 9:07:18 PM GMT