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18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF VENTURA**

20 **Karina Viera**, individually and on behalf of all
21 similarly situated individuals,

22 Plaintiff,

23 vs.

24 **UP Real Estate Holding Corporation**, a
25 California Corporation d/b/a **Taco Bell**;
26 **Hooshang Tafazoli**, an individual; and Does 1-
10, inclusive;

27 Defendants.
28

CASE NO. 2024CUOE021511

CLASS ACTION

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

Complaint Filed: March 5, 2024

1 This Joint Stipulation of Settlement and Release of Class and PAGA Action (“Agreement”
2 or “Settlement Agreement”) is made and entered into by and between Plaintiff Karina Viera
3 (“Plaintiff” or “Class Representative”), as an individual and on behalf of all others similarly
4 situated individuals, and UP Real Estate Holding Corporation d/b/a Taco Bell (“UP Real Estate”)
5 and Hooshang Tafazoli (“Tafazoli”) (Tafazoli and UP Real Estate are collectively referred to as
6 “Defendants”). Plaintiff and Defendants may be referred to herein as the “Parties,” singularly as a
7 “Party,” or by their designated names.

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

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

14 **RECITALS**

15 1. Plaintiff filed her complaint on March 5, 2024 against Defendants in the Ventura
16 County Superior Court where it is entitled *Karina Viera v. UP Real Estate Holding Corporation*
17 *d/b/a Taco Bell et al.*, Case No. 2024CUOE021511 (the “Action”). The Action asserts the following
18 causes of action against Defendants on a class-wide basis: (1) failure to pay minimum wages for all
19 hours worked in violation of California Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1, and
20 1198; (2) failure to pay overtime wages in violation of California Labor Code §§ 510 and 1198;
21 (3) failure to provide meal periods or premium pay in lieu thereof in violation of California Labor
22 Code §§ 226.7, 512(a), and 1198; (4) failure to provide rest periods or premium pay in lieu thereof
23 in violation of California Labor Code §§ 226.7 and 1198; (5) failure to pay reporting time pay in
24 violation of California Labor Code §§ 1198 and 1199 and IWC Wage Order 5-2001; (6) failure to
25 provide and maintain complete and accurate wage statements in violation of California Labor Code
26 §§ 226, 226.3, and 1174; (7) failure to reimburse necessary business expenses in violation of
27 California Labor Code § 2802; (8) civil penalties under the Labor Code Private Attorneys General
28 Act of 2004, Cal. Lab. Code §§ 2698, et seq. (“PAGA”) and Labor Code § 558 for violations of

1 Labor Code § 201, 202, 203, 204, 206.5, 226, 226.3, 226.7, 510, 512, 558, 1182.12, 1174, 1194,
2 1194.2, 1197, 1198, 1401, and 2802 and Industrial Wage Order No.1; and (9) Unlawful Business
3 Practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq* (“Complaint”). On May 5, 2025,
4 Plaintiff amended her Complaint to add an additional cause of action for failure to pay wages when
5 due in violation of California Labor Code §§ 201, 202, 203, 204, and 210 (“First Amended
6 Complaint” or “Operative Complaint”).

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

15 3. On April 14, 2025, the Parties participated in a full-day of mediation with Steven
16 Serratore (the “Mediator”), a well-respected mediator in the field of employment law and wage-
17 and-hour class actions. Although the matter did not settle at mediation, the Parties continued their
18 discussions and have agreed to the principal terms of a class action and PAGA settlement based
19 upon this Stipulation.

20 4. Class Counsel conducted a significant investigation during the prosecution of the
21 Action. This investigation included, among other things, (a) numerous telephonic conferences with
22 Plaintiff; (b) inspection and analysis of numerous payroll and policy documents and other
23 information produced by Plaintiff and Defendants, including informal discovery production; (c)
24 analysis of the legal positions taken by Defendants; (d) investigation into the viability of class
25 treatment of the claims asserted in the Action; (e) analysis of potential class-wide damages,
26 including information sufficient to understand Defendants’ potential defenses to Plaintiff’s claims;
27 (f) research of the applicable law with respect to the claims asserted in the Action and the potential
28 defenses thereto; (g) assembling and analyzing of data for calculating damages; and (h) hired the

1 services of an expert to analyse and prepare Defendants' exposure.

2 5. The informal discovery conducted in this matter, as well as discussions between
3 counsel, have been adequate to give the Class Representative and Class Counsel a sound
4 understanding of the merits of their positions and to evaluate the risks of litigation and the value
5 of the Settlement Class's claims. The informal discovery and investigation conducted in this Action
6 and the information exchanged by the Parties through informal discovery and settlement
7 discussions are sufficient to reliably assess the merits of the Parties' respective positions and to
8 compromise the issues on a fair and equitable basis.

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

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

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

26 9. Based on the data and documents produced during informal discovery, Class
27 Counsel's own independent investigation and evaluation, and the Mediator's efforts, Class Counsel
28 believes that Plaintiff's settlement with Defendants for the consideration provided and on the terms

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

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

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

16 DEFINITIONS

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

19 12. "**Action**" means *Karina Viera v. UP Real Estate Holding Corporation d/b/a Taco*
20 *Bell et al.* Case No. 2024CUOE021511, filed in Ventura County Superior Court on March 5, 2024.

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

23 14. "**Class Counsel's Fees and Costs**" means attorneys' fees agreed upon by the Parties
24 and approved by the Court for Class Counsel's litigation and resolution of this Action. Class
25 Counsel's Fees and Costs shall include all costs incurred and to be incurred by Class Counsel in
26 the Action, including, but not limited to, costs associated with documenting the Settlement,
27 securing the Court's approval of the Settlement, responding to any objections to the settlement and
28 appeals arising therefrom, administering the Settlement, and obtaining entry of a Judgment

1 terminating this Action, and expenses for any experts. Class Counsel will request attorneys' fees
2 not in excess of one-third of the Maximum Settlement Amount (i.e., up to One Hundred Forty-Two
3 Thousand Two Hundred Thirty-Five Dollars Only (\$142,235.00)).¹ The Class Counsel's Fees and
4 Costs will also mean and include the additional reimbursement of Class Counsel's actual
5 reasonable costs incurred in connection with Class Counsel's litigation and settlement of the
6 Action, up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), subject to the Court's
7 approval. Defendants agree not to oppose Class Counsel's request for fees and reimbursement of
8 costs as set forth above.

9 15. **"Class Counsel"** means Elliot J. Siegel of King & Siegel LLP, and Navid
10 Barahmand of Barahmand Law Group.

11 16. **"Class List"** means a complete list of all Class Members that Defendants will
12 diligently and in good faith compile from their records and provide to the Settlement Administrator
13 within seven (7) calendar days after Preliminary Approval of this Settlement. The Class List will
14 be formatted in a readable Microsoft Office Excel spreadsheet and will include, to the extent in the
15 possession of Defendants or their agents, Class Members' names; last-known addresses; social
16 security numbers; start dates of employment; end dates of employment; number of weeks worked
17 by each Class Member during the Class Period; the number of pay periods worked by each
18 Aggrieved Employee during the PAGA Period.

19 17. **"Class Member(s)"** or **"Settlement Class"** or the **"Class"** means the following: *"All*
20 *persons who worked at least one 3.5-hour shift as a non-exempt hourly employee of Defendants in*
21 *the state of California from March 5, 2020 through August 15, 2025."*

22 18. **"Class Size Representation"**: Defendants represent that there are 363 Class
23 Members during the period from March 5, 2020 through April 14, 2025 and that these Class
24 Members worked a combined 28,447 workweeks during that same period. This representation is a
25 material term for Plaintiff entering into this Stipulation.

26
27 ¹ For the avoidance of doubt, if the Escalator Clause is triggered and the Maximum Settlement
28 Amount increases, Class Counsel shall have the right to seek attorney's fees up to one-third of the
increased Maximum Settlement Amount

1 19. “**Class Period**” is the period from March 5, 2020 to August 15, 2025.

2 20. “**Class Representatives**” means Plaintiff Karina Viera who will seek to be
3 appointed as the representative for the Settlement Class.

4 21. “**Class Representative Enhancement Payment**” means the amounts to be paid to
5 Plaintiff in recognition of her efforts and work in prosecuting the Action on behalf of Class
6 Members and negotiating the Settlement. Defendants agree not to dispute that the Class
7 Representative will be paid, subject to Court approval, up to \$10,000 from the Maximum
8 Settlement Amount for her services on behalf of the class, subject to the Court granting Final
9 Approval of this Settlement Agreement. Should the Court reduce the Class Representative
10 Enhancement Payment, any such reduction shall revert to the Net Settlement distributed to
11 Participating Class Members.

12 22. “**Court**” means the Superior Court in the County of Ventura.

13 23. “**Defendants**” means UP Real Estate Holding Corporation d/b/a Taco Bell and
14 Hooshang Tafazoli.

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

1 dismissal or resolution of any appeal, writ, or other appellate proceeding opposing the Settlement,
2 with no right to pursue further appellate remedies or relief.

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

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

10 27. **“Labor and Workforce Development Agency Payment”** means the amount that
11 the Parties have agreed that Defendants will pay in connection with Plaintiff’s Labor Code Private
12 Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”)) cause of action. The
13 Parties have agreed that Sixty-Four Thousand Dollars and Zero Cents (\$64,000.00) of the
14 Maximum Settlement Amount will be allocated to the resolution of the Aggrieved Employees’
15 claims arising under PAGA (“PAGA Settlement Amount”). Pursuant to PAGA, Seventy-Five
16 Percent (75%), or Forty-Eight Thousand Dollars and Zero Cents (\$48,000.00), of the PAGA
17 Settlement Amount will be paid to the California Labor and Workforce Development Agency
18 (“LWDA”), and Twenty-Five Percent (25%), or Sixteen Thousand Dollars and Zero Cents
19 (\$16,000.00), of the PAGA Settlement Amount will be paid to the Aggrieved Employees, as part
20 of the Net Settlement Amount.

21 28. **“Maximum Settlement Amount”** or **“MSA”** means the maximum settlement
22 amount of Four Hundred Twenty-Six Thousand Seven Hundred and Five Dollars and Zero Cents
23 (\$426,705.00) to be paid by Defendants in full satisfaction of all claims arising from the Action.
24 The Maximum Settlement Amount shall include all Individual Class Payments to Participating
25 Class Members, Individual PAGA Payments, the Class Representative Enhancement Payment,
26 Settlement Administration Costs to the Settlement Administrator, the Labor and Workforce
27 Development Agency Payment, and the Class Counsel’s Fees and Costs. The MSA shall not
28 include employer-side payroll, which Defendants agree that they are responsible for and are to be

1 paid in addition to the Maximum Settlement Amount. The Maximum Settlement Amount is non-
2 reversionary.

3 29. “**Net Settlement Amount**” means the portion of the Maximum Settlement Amount
4 remaining after deduction of the approved Class Representative Enhancement Payment, Settlement
5 Administration Costs, Labor and Workforce Development Agency Payment, and Class Counsel’s
6 Fees and Costs. The Net Settlement Amount will be distributed to Participating Class Members
7 and Individual PAGA Payment.

8 30. “**Notice of Objection**” means a Class Member’s valid and timely written objection
9 to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the
10 objector’s full name, signature, address, and the last four digits of the objector’s social security
11 number, (b) the dates the objector was employed by UP Real Estate Holding Corporation d/b/a
12 Taco Bell in California, (c) the case name and number, (d) a written statement of all grounds for
13 the objection accompanied by any legal support for such objection, and (e) copies of any papers,
14 briefs, or other documents upon which the objection is based.

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

17 32. “**PAGA Notice**” means Plaintiff’s March 4, 2024, letter to the LWDA and
18 Defendants providing notice pursuant to Labor Code § 2699.3(a).

19 33. “**PAGA Period**” shall run from March 4, 2023 to August 15, 2025.

20 34. “**PAGA Release Period**” means the period from March 4, 2023 to August 15, 2025.

21 35. “**Participating Class Members**” means all Class Members who do not submit valid
22 and timely Requests for Exclusion.

23 36. “**Parties**” means Plaintiff and Defendants, collectively.

24 37. “**Plaintiff**” or “**Named Plaintiff**” or “**Class Representative**” means Karina Viera.

25 38. “**Preliminary Approval**” means the Court order granting preliminary approval of
26 the Settlement in an order in substantially the same form as the order attached as **Exhibit B**.

27 39. “**Final Approval**” means the Court granting final approval of the Settlement and
28 entering final judgement in an order in substantially the same form as the order attached as **Exhibit**

1 C.

2 40. **“Released Claims”** means those claims and causes of action asserted that were
3 alleged in the Operative Complaint and/or PAGA Notice or that reasonably could have been alleged
4 based on the factual allegations contained in the Operative Complaint and/or PAGA Notice,
5 including but not limited to all of the following claims under applicable federal, state, local, and
6 territorial law as well as applicable regulations and wage orders for: (1) failure to pay minimum
7 wages for all hours worked in violation of California Labor Code §§ 1182.12, 1194, 1194.2, 1197,
8 1197.1, and 1198; (2) failure to pay overtime wages in violation of California Labor Code §§ 510
9 and 1198; (3) failure to provide meal periods or premium pay in lieu thereof in violation of
10 California Labor Code §§ 226.7, 512(a), and 1198; (4) failure to provide rest periods or premium
11 pay in lieu thereof in violation of California Labor Code §§ 226.7 and 1198; (5) failure to pay
12 reporting time pay in violation of California Labor Code §§ 1198 and 1199 and IWC Wage Order
13 5-2001; (6) failure to provide and maintain complete and accurate wage statements in violation of
14 California Labor Code §§ 226, 226.3, and 1174; (7) failure to reimburse necessary business
15 expenses in violation of California Labor Code § 2802; (8) failure to pay wages when due in
16 violation of California Labor Code §§ 201, 202, 203, 204, and 210; (9) civil penalties under the
17 Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, et seq. (“PAGA”)
18 and Labor Code § 558 for violations of Labor Code § 201, 202, 203, 204, 206.5, 226, 226.3, 226.7,
19 510, 512, 558, 1182.12, 1174, 1194, 1194.2, 1197, 1198, 1401, and 2802 and Industrial Wage
20 Order No.1; (10) Unlawful Business Practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et*
21 *seq*; (11) failure to keep and maintain accurate payroll records; and (12) actual damages, including
22 unpaid wages, liquidated damages, premium pay, reporting time pay, statutory penalties, civil
23 penalties, special damages, interest, preliminary and permanent injunctive relief, expenses,
24 equitable relief, restitution, attorney’s fees, costs, and expert fees that were premised on allegations
25 in the Operative Complaint and PAGA Notice or reasonably could have been premised based on
26 the factual allegations contained in the Operative Complaint and PAGA Notice. It is the intent of
27 the Parties that the judgment entered by the Court upon Final Approval of the Settlement shall have
28 *res judicata* and/or collateral estoppel effect and be final and binding upon Plaintiff and all

1 Participating Class Members regarding all of the Released Claims. The Release will only take
2 effect upon the latter of the Effective Date and full funding of the MSA by Defendants.

3 41. **“Release Period”** is the period from March 5, 2020 to August 15, 2025.

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

12 43. **“Released Parties”** shall mean Defendant UP Real Estate Holding Corporation
13 d/b/a Taco Bell and each of its past, present and/or future, direct and/or indirect owners,
14 subsidiaries, parent companies, divisions, affiliates, officers, predecessors, directors, members,
15 partners, managers, employees, agents, shareholders, fiduciaries, representatives, attorneys,
16 investors, insurers, joint venturers, benefit plans, private investigators and each and all of the
17 foregoing persons’ heirs, assigns, executors, administrators and successors, or any of them,
18 including Hooshang Tafazoli.

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

1 all terms of the Settlement, if the Settlement is granted Final Approval by the Court.

2 45. **“Response Deadline”** means the deadline by which Class Members must postmark
3 to the Settlement Administrator disputes to the information provided in their Notice Packets,
4 Requests for Exclusion, or file and serve objections to the Settlement. The Response Deadline will
5 be 45 calendar days from the initial mailing of the Notice Packet by the Settlement Administrator,
6 unless the that day falls on a Sunday or federal holiday, in which case the Response Deadline will
7 be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for
8 Objections or Requests for Exclusion will be extended fifteen (15) calendar days for any Class
9 Member who is re-mailed a Notice Packet by the Settlement Administrator, unless the 15th day
10 falls on a Sunday or federal holiday, in which case the Response Deadline will be extended to the
11 next day on which the U.S. Postal Service is open. The Response Deadline may also be extended
12 by agreement between Class Counsel and Defendants or by Order of the Court. Under no
13 circumstances, however, will the Settlement Administrator have the authority to extend the
14 deadline for Class Members to submit a Request for Exclusion, or objection to the Settlement other
15 than as provided herein.

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

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

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

1 Administration Costs will be paid from the Maximum Settlement Amount and shall not exceed
2 \$7,550.00.

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

9 **CLASS CERTIFICATION**

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

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

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

20 i. Whether Defendants had a common policy and/or practice of depriving
21 Plaintiff and Class Members of required minimum and overtime wages;

22 ii. Whether Defendants unlawfully and/or willfully failed to compensate Plaintiff
23 and Class Members required minimum and overtime wages;

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

26 iv. Whether Defendants unlawfully and/or willfully deprived Plaintiff and Class
27 Members of compliant, off-duty meal and/or rest periods;

28 v. Whether Defendants had a common policy and/or practice of failing to

- 1 maintain accurate payroll records in the State of California;
- 2 vi. Whether Defendants unlawfully and/or willfully failed to maintain accurate
- 3 payroll records in the State of California;
- 4 vii. Whether Defendants had a common policy and/or practice of failing to provide
- 5 accurate wage statements reflecting hours worked and wages earned to
- 6 Plaintiff and Class Members;
- 7 viii. Whether Defendants unlawfully and/or willfully failed to provide accurate
- 8 wage statements reflecting hours worked and wages earned to Plaintiff and
- 9 Class Members;
- 10 ix. Whether Defendants required employees to show up to work for their shifts
- 11 but failed to put them to work for at least one-half their regularly scheduled
- 12 shift length;
- 13 x. Whether Defendants have a common policy and/or practice of failing to pay
- 14 Plaintiff and Class Members all required reporting time pay;
- 15 xi. Whether Defendants had a common policy and/or practice of failing to
- 16 reimburse Plaintiff and Class Members for reasonable business expenses;
- 17 xii. Whether Defendants unlawfully and/or willfully failed to reimburse Plaintiff
- 18 and Class Members for reasonable business expenses;
- 19 xiii. Whether Plaintiff and Class Members sustained damages as a result of any of
- 20 the aforementioned violations, and, if so, the proper measure of those
- 21 damages, including interest, penalties, costs, attorneys' fees, and equitable
- 22 relief; and
- 23 xiv. Whether Defendants violated the Unfair Competition Law, Cal. Bus. & Prof.
- 24 Code § 17200, et seq., by violating the above provisions of law.
- 25 c. That the Class Representative's claims are typical of the claims of the members of
- 26 the Settlement Class.
- 27 d. That the Class Representative and Class Counsel will fairly and adequately protect
- 28 the interests of the Settlement Class.

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

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

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

12 **TERMS OF AGREEMENT**

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

15 51. Funding of the Maximum Settlement Amount. Defendants shall pay the Maximum
16 Settlement Amount in the amount of \$426,705.00 ("Maximum Settlement Amount") according to
17 the following payment schedule:

18 a. Within ten (10) calendar days after the last Party signs the Settlement Agreement
19 and receipt of the deposit instructions, Defendants shall deposit into a Qualified
20 Settlement Fund ("QSF") established by the Settlement Administrator, the sum of
21 \$17,779.37 (representing 1/24 of the Maximum Settlement Amount) (the "Initial
22 Payment").

23 b. Thereafter, Defendants shall deposit into the QSF the sum of \$17,779.37 on the
24 fifteenth (15th) day of each successive month until the MSA is paid in full, such that
25 the entire Maximum Settlement Amount is fully funded within twenty-four (24)
26 months of the execution of the Settlement Agreement.

27 52. Within seven (7) calendar days after the Effective Date, the Settlement
28 Administrator will provide the Parties with an accounting of the amounts remaining to paid by

1 Defendants pursuant to the terms of the Settlement, including the amount of the employer
2 contribution for payroll taxes to be paid by Defendants. Defendants shall deposit the employer's
3 share of payroll taxes owed on the wage portion of Individual Class Payments calculated by the
4 Settlement Administrator into the QSF within 30 days of receipt of the accounting.

5 53. Within seven (7) calendar days of sufficient funds accruing in the QSF, the
6 Settlement Administrator will issue the payments approved by the Court to: (a) Class
7 Representative; (b) Class Counsel; (c) the Participating Class Members; (d) the Labor and
8 Workforce Development Agency; and (e) the Settlement Administrator.

9 54. Class Counsel's Fees and Costs. Defendants agree not to oppose or impede any
10 application or motion by Class Counsel for Class Counsel's Fees and Costs of up to one-third of
11 the Maximum Settlement Amount, or \$142,235.00, plus the reimbursement of actual reasonable
12 costs and expenses incurred in connection with Class Counsel's litigation and settlement of the
13 Action, up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000), both of which will be paid
14 from the Maximum Settlement Amount. The Administrator will pay the Class Counsel's Fees and
15 Costs using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability
16 for any taxes owed on the Class Counsel's Fees and Costs, and holds Defendants harmless, and
17 indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any
18 of these payments.

19 55. Class Representative Enhancement Payment. In recognition of her efforts and work
20 in prosecuting the Action on behalf of Class Members and the Aggrieved Employees and in
21 negotiating the Settlement, Defendants agree not to oppose or impede any application or motion
22 for a Class Representative Enhancement Payment of up to a total of \$10,000, subject to the Court's
23 approval. The Class Representative Enhancement Payment, which will be paid from the Maximum
24 Settlement Amount, is in addition to the payment to which she is entitled as Settlement Class
25 Member. The Settlement Administrator will pay the Class Representative Enhancement Payment
26 using IRS Form 1099. Plaintiff assumes full responsibility and liability for any taxes owed on the
27 Class Representative Enhancement Payment.

28 56. Settlement Administration Costs. The Settlement Administrator will be paid for the

1 reasonable costs of administration of the Settlement and distribution of payments from the
2 Maximum Settlement Amount, which is capped at no more than \$7,550.00. These costs, which will
3 be paid from the Maximum Settlement Amount, will include, for instance, costs incurred for the
4 required tax reporting on the Individual Class Payments, the issuing of W-2 and 1099 IRS Forms,
5 distributing the Notice Packet, calculating Class Members' Workweeks, and calculating and
6 distributing the Maximum Settlement Amount and Class Counsel's Fees and Costs, and providing
7 necessary reports and declarations.

8 57. Labor and Workforce Development Agency Payment. Subject to Court approval,
9 the Parties agree that the amount of Sixty-Four Thousand Dollars and Zero Cents (\$64,000.00) of
10 the Maximum Settlement Amount will be allocated to the resolution of the Aggrieved Employees'
11 claims arising under PAGA ("PAGA Settlement Amount"). Pursuant to PAGA, Seventy-Five
12 Percent (75%), or Forty-Eight Thousand Dollars and Zero Cents (\$48,000.00), of the PAGA
13 Settlement Amount will be paid to the California Labor and Workforce Development Agency
14 ("LWDA"), and Twenty-Five Percent (25%), or Sixteen Thousand Dollars and Zero Cents
15 (\$16,000.00), will be distributed to allegedly Aggrieved Employees. Class Counsel shall be
16 responsible for giving any required notice of this Settlement to the LWDA.

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

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

- 26 a. The Settlement Administrator will calculate the number of Workweeks per
27 Participating Class Member during the Class Period based on records in Defendants'
28

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. 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.

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

d. 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 Class Payments.

e. Using the Class List, the Settlement Administrator will calculate the total number of pay periods in the PAGA Period and will divide each Aggrieved Employees' 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 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.

60. Confirmatory Discovery. Within fifteen (15) business days of the day the last Party executes this Agreement and upon the Court's execution of a mutually agreeable protective order, Defendants will provide Plaintiff with, under mediation privilege, UP Real Estate's 2022-2024

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.

1 profit and loss statements and 2022-2023 tax returns.

2 61. Limited Confidentiality. The Parties agree not to issue press releases, communicate
3 with, or respond to, any media or publication entities concerning the Settlement, including the fact
4 of the Settlement, its terms or contents, and the negotiations underlying the Settlement prior to final
5 approval and Entry of Judgment, except as required by law or as shall be contractually required to
6 effectuate the terms of the Settlement as set forth herein. Nothing stated herein shall prohibit Class
7 Counsel from discussing the Settlement, the fact of Settlement, and its terms and conditions: (i)
8 with Class Members and/or (ii) in court filings, including in their respective firm resumes, and/or
9 (iii) in all necessary motions and supporting memoranda related to preliminary and final approval
10 of the Settlement or for other class action settlements. This provision also does not limit Class
11 Counsel (i) from complying with ethical obligations; or (ii) from posting a neutral description of
12 publicly available facts regarding the Settlement, provided that such posting does not expressly
13 identify Defendants by name.

14 62. Class Member Communications. Defendants will instruct their officers, directors,
15 and managers that, should they be contacted by Class Members or persons who believe they may
16 be Class Members in relation to this Agreement, such officers, directors, and exempt managers
17 should make no comment except those necessary to direct the employees to the Settlement
18 Administrator and the Class Notice. Defendants agree not to discourage or prevent Class Members
19 from exercising any of their rights or obligations pursuant to this Agreement. At no time will any
20 of the Parties or their counsel take any action to encourage, support, require, or induce Class
21 Members to object to the Settlement Agreement, opt-out from the Settlement, or appeal from the
22 Order and Judgment.

23 63. Settlement Awards Do Not Trigger Additional Benefits. All Individual Class
24 Payments to Participating Class Members shall be deemed to be paid to such Participating Class
25 Members solely in the year in which such payments are received by the Participating Class
26 Members. It is expressly understood and agreed that the receipt of such Individual Class Payments
27 will not entitle any Participating Class Member to additional compensation or benefits under any
28 company bonus, commission, or other compensation or benefit plan or agreement in place during

1 the period covered by the Settlement, nor will it entitle any Participating Class Member to any
2 increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. It is
3 the intent of the Parties to this Settlement that the Individual Class Payments provided for in this
4 Settlement are the sole payments to be made by Defendants to the Participating Class Members,
5 and that the Participating Class Members are not entitled to any new or additional compensation
6 or benefits as a result of having received the Individual Settlement Payments (notwithstanding any
7 contrary language or agreement in any benefit or compensation plan document that might have
8 been in effect during the period covered by this Settlement).

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

12 65. Delivery of the Class List. Within seven (7) calendar days of Preliminary Approval,
13 Defendants will provide the Class List to the Settlement Administrator.

14 66. Notice by First-Class U.S. Mail. Within seven (7) calendar days following receipt
15 of the Class List, the Settlement Administrator will mail a Notice Packet, substantially in the form
16 attached hereto as **Exhibit A**, to all Class Members via regular First-Class U.S. Mail, using the
17 most current, known mailing addresses identified in the Class List. Each Notice Packet will
18 provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's
19 principal terms; (c) the Settlement Class definition; (d) each Class Member's estimated Individual
20 Class Payment and the formula for calculating Individual Class Payments; (e) the dates which
21 comprise the Class Period; (f) instructions on how to submit valid Requests for Exclusion or
22 objections; (g) the deadlines by which the Class Member must fax or postmark Requests for
23 Exclusions or file and serve objections to the Settlement; (h) the claims to be released, as set forth
24 herein; and (i) the date for the Final Approval Hearing. The Settlement Administrator will also
25 create a website that lists key deadlines and has links to the notice, preliminary approval order,
26 motions for preliminary and final approval and for attorneys' fees, and any other important
27 documents in the case.

28 67. Confirmation of Contact Information in the Class Lists. Prior to mailing, the

1 Settlement Administrator will perform a search based on the National Change of Address Database
2 for information to update and correct for any known or identifiable address changes. Any Notice
3 Packets returned to the Settlement Administrator as non-deliverable on or before the Response
4 Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed
5 thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice
6 Packet. If no forwarding address is provided, the Settlement Administrator will promptly attempt
7 to determine the correct address using a skip-trace, or other search using the name, address and/or
8 Social Security number of the Class Member involved and will then perform a single re-mailing.
9 Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or by request,
10 will have between the later of: (a) an additional fifteen (15) calendar days; or (b) the Response
11 Deadline to fax or postmark a Request for Exclusion, or file and serve an objection to the
12 Settlement.

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

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

1 entitled with input from Class and Defense Counsel. This determination shall be binding on the
2 Class Member and Aggrieved Employee.

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

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

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

25 73. Certification Reports Regarding Individual Class Payment Calculations. The
26 Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report
27 which certifies: (a) the number of Class Members who have submitted valid Requests for
28 Exclusion; and (b) whether any Class Member has submitted a challenge to any information

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

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

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

24 76. Treatment of Individual Class Payments and Individual PAGA Payments. Individual
25 Class Payments will be allocated as follows: of each Individual Class Payment, 20% will be
26 allocated as alleged unpaid wages and 80% will be allocated as alleged unpaid civil penalties and
27 interest. The percentage of each Individual Class Payment allocated as wages will be reported on
28 an IRS Form W-2 by the Settlement Administrator. The remaining percentage of each payment

1 shall be allocated as interest and penalties and will be reported on an IRS Form-1099 by the
2 Settlement Administrator. Participating Class Members assume full responsibility and liability for
3 any employee taxes owed on their Individual Class Payment. All Individual PAGA Payments will
4 be allocated as alleged penalties and will be reported on an IRS Form-1099 by the Settlement
5 Administrator. Aggrieved Employees assume full responsibility and liability for any taxes owed
6 on their Individual PAGA Payment.

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

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

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

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

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

24 81. Release of Claims by Class Members. As of the Effective Date *and* full funding the
25 MSA by Defendants, the Settlement Class and Participating Class Members, on behalf of
26 themselves and their respective former and present representatives, agents, attorneys, heirs,
27 administrators, successors and assigns, fully release and discharge the Released Parties for the
28 Released Claims for the Release Period. Participating Class Members will be deemed to have

1 acknowledged and agreed that their claims for wages and penalties in the Action are disputed, and
2 that Individual Class Payments constitute payment of all sums allegedly due. Participating Class
3 Members will be deemed to have acknowledged and agreed that California Labor Code Section
4 206.5 is not applicable to the Individual Class Payment.

5 82. Plaintiff's Released Claims. Plaintiff and her former and present spouses,
6 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release
7 and discharge the Released Parties from any and all claims, transactions, or occurrences that
8 Plaintiff has or may have against them that occurred during the Class Period and during her
9 employment with Defendants, including, but not limited to: (a) all claims that were, or reasonably
10 could have been, alleged, based on the facts contained in the Operative Complaint and (b) all PAGA
11 claims that were, or reasonably could have been, alleged, based on the facts contained in the
12 Operative Complaint or the PAGA Notice ("Plaintiff's General Release"). Plaintiff's General
13 Release excludes any claims or actions to enforce this Settlement and any claims for vested
14 benefits, unemployment benefits, disability benefits, social security benefits, or workers'
15 compensation benefits that arose at any time, and any claims that cannot be waived under
16 applicable law. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or
17 in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees,
18 nonetheless, that Plaintiff's General Release shall be and remain effective in all respects,
19 notwithstanding such different or additional facts or Plaintiff's discovery of them.

20 83. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
21 purposes of Plaintiff's General Release, Plaintiff expressly waives and relinquishes the provisions,
22 rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

27 84. Release of Claims by Aggrieved Employees and State. As of the Effective Date *and*
28 full funding the MSA by Defendants, the Aggrieved Employees, on behalf of themselves and their

1 respective former and present representatives, agents, attorneys, heirs, administrators, successors
2 and assigns, and State of California fully release and discharge the Released Parties for the
3 Released PAGA Claims for the PAGA Release Period.

4 85. Duties of the Parties Prior to Court Approval. The Parties shall promptly submit this
5 Settlement Agreement to the Court in support of Plaintiff's Motion for Preliminary Approval and
6 determination by the Court as to the fairness, adequacy, and reasonableness of the Settlement
7 Agreement. Promptly upon execution of this Settlement Agreement, the Parties shall apply to the
8 Court for the entry of an order for:

9 a. Scheduling a fairness hearing on the question of whether the proposed Settlement,
10 including but not limited to, payment of Class Counsel's Fees and Costs, and the Class
11 Representative Enhancement Payment, should be finally approved as fair, reasonable, and adequate
12 as to the members of the Settlement Class;

13 b. Preliminarily Certifying a Settlement Class;

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

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

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

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

19 86. Duties of the Parties Following Preliminary Court Approval. Following Preliminary
20 Approval by the Court of the Settlement provided for in this Settlement Agreement and Notice to
21 the Class, Class Counsel will submit a proposed final order of approval and judgment for:

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

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

25 c. Approval of the Class Representative Enhancement Payment to the Class
26 Representatives;

27 d. Approval of the Settlement Administration Costs of the Settlement Administrator;
28 and

1 e. That judgment be entered in the Action.

2 87. Rescission of Settlement Agreement (by Defendants). If more than five percent (5%)
3 of the Class Members opt-out of the Settlement by submitting Requests for Exclusion, Defendants
4 may, at their option, rescind and void the Settlement and all actions taken in furtherance of it will
5 thereby be null and void. Defendants must exercise this right of rescission, in writing, to Class
6 Counsel within fourteen (14) calendar days after the Settlement Administrator notifies the Parties
7 of the total number of Requests for Exclusion received by the Response Deadline. If the option to
8 rescind is exercised, Defendants shall be solely responsible for all costs of the Settlement
9 Administrator accrued to that point. If Defendants exercise the right of rescission, the Settlement
10 Administrator shall return to Defendants all deposits made by them into the QSF.

11 88. Escalator Clause. Should the number of Workweeks in the Class Period exceeds ten
12 percent (10%) or more from 28,447 (*i.e.*, more than 31,292 Workweeks), then the Maximum
13 Settlement Amount shall increase proportionally over the ten percent (10%) increase (*i.e.*, if the
14 number of Workweeks increases by 12%, then the Maximum Settlement Amount will increase by
15 2%). For the avoidance of doubt, if the Escalator Clause is triggered and the Maximum Settlement
16 Amount increases, Class Counsel shall have the right to seek attorney's fees up to one-third of the
17 increased Maximum Settlement Amount.

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

25 90. Nullification of Settlement Agreement. In the event that: (a) the Court does not issue
26 final approval of the Settlement as provided herein; or (b) the Settlement does not become final for
27 any other reason, then this Settlement Agreement, and any documents generated to bring it into
28 effect, will be null and void. Any order or judgment entered by the Court in furtherance of this

1 Settlement Agreement will likewise be treated as void from the beginning. In such event, if the
2 Court rejects the Settlement despite the Parties' best efforts, Defendants shall be liable for all
3 Settlement Administration costs incurred. Further, in such an event, the Settlement Administrator
4 shall return to Defendants all deposits made by them into the QSF.

5 91. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to
6 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
7 Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes
8 only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a
9 Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the
10 Notice Packet to be sent to all Class Members as specified herein. In conjunction with the
11 Preliminary Approval hearing, Plaintiff will submit this Settlement Agreement, which sets forth
12 the terms of this Settlement, and will include the proposed Notice Packet; *i.e.*, the proposed Notice
13 of Class Action Settlement document and share form, attached as **Exhibit A**. Class Counsel will
14 be responsible for drafting all documents necessary to obtain Preliminary Approval and shall
15 provide a copy of the Motion for Preliminary Approval to Defendants' counsel for review at least
16 two days prior to filing. Defendants agree not to oppose the Motion for Preliminary Approval
17 provided it is consistent with the terms of this Agreement.

18 92. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
19 deadlines for Class Members to submit Requests for Exclusion, or objections to the Settlement
20 Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will
21 be conducted to determine the Final Approval of the Settlement Agreement along with the amounts
22 properly payable for: (a) Individual Class Payments; (b) Individual PAGA Payments; (c) the Labor
23 and Workforce Development Agency Payment; (d) the Class Counsel's Fees and Costs; (e) the
24 Class Representative Enhancement Payment; (f) all Settlement Administration Costs; and (g) the
25 Defendants' share of payroll taxes for wages paid in connection with the Individual Class
26 Payments. Class Counsel will be responsible for drafting all documents necessary to obtain Final
27 Approval, including responding to any objections and appeals arising therefrom, and shall provide
28 a copy of the Motion for Final Approval to Defendants' counsel for review at least two days prior

1 to filing. Defendants retain the right to respond to any objection raised by a Participating Class
2 Member, including the right to file responsive documents in Court, and respond to any appeals.
3 Class Counsel will also draft the attorneys' fees and costs application to be heard at the Final
4 Approval hearing. Defendants agree not to oppose the Motion for Final Approval provided it is
5 consistent with the terms of this Agreement.

6 93. Termination of Settlement. Subject to the obligation(s) of cooperation set forth
7 herein, any Party may terminate this Settlement if the Court declines to enter the Preliminary
8 Approval Order, the Final Approval Order, or final judgment in substantially the form submitted
9 by the Parties, or the Settlement Agreement as agreed does not become final because of appellate
10 court action. The Court's decision to award less than the amounts requested for the Class
11 Representative Enhancement Payment, Class Counsel Fees and Costs, and/or Settlement
12 Administration Cost shall not constitute a material modification to the Agreement within the
13 meaning of this Paragraph. The Terminating Party shall give to all other Parties (through his/its
14 counsel) written notice of his/its decision to terminate this Agreement no later than ten (10)
15 business days after receiving notice that one of the enumerated events has occurred. Termination
16 of this Agreement shall have the following effects:

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

19 b. In the event the Settlement is terminated, Defendants shall have no obligation to
20 make any payments to any Party, Class Member or Class Counsel and the Settlement Administrator
21 shall return to Defendants all deposits made by them into the QSF. The Terminating Party shall
22 pay the Settlement Administrator for services rendered up to the date the Settlement Administrator
23 is notified that the Settlement has been terminated;

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

27 94. Judgment and Continued Jurisdiction. Upon Final Approval of the Settlement by the
28 Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the

1 Judgment pursuant to California Code of Civil Procedure section 664.6 to the Court for its
2 approval. After entry of the Judgment, the Court will have continuing jurisdiction for purposes of
3 addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement
4 administration matters, and (c) such post-Judgment matters as may be appropriate under court rules
5 or as set forth in this Agreement.

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

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

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

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

1 99. Signatories. It is agreed for the purposes of this Settlement Agreement only that
2 because the members of the Class are so numerous, it is impossible or impractical to have each
3 member of the Class execute this Settlement Agreement. The Notice, attached hereto as **Exhibit**
4 **A**, will advise all Class Members of the binding nature of the release, and the release shall have
5 the same force and effect as if this Settlement Agreement were executed by each member of the
6 Class.

7 100. Binding on Successors and Assigns. This Settlement Agreement will be binding
8 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
9 defined.

10 101. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
11 will be governed by and interpreted according to the laws of the State of California.

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

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

28 104. Invalidity of Any Provision. Before declaring any provision of this Settlement

1 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
2 extent possible consistent with applicable precedents so as to define all provisions of this
3 Settlement Agreement valid and enforceable.

4 105. Plaintiff's Waiver of Right to Be Excluded and Object. Plaintiff agrees to sign this
5 Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by the terms
6 herein. For good and valuable consideration, Plaintiff further agrees that she will not request to be
7 excluded from the Settlement Agreement, nor object to any terms herein.

8 106. Waiver of Certain Appeals. Provided the Judgment is consistent with the terms and
9 conditions of this Agreement, the Parties, their respective counsel, and all Participating Class
10 Members who did not object to the Settlement as provided in this Agreement, agree to waive all
11 rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings,
12 the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals;
13 except, however, that Plaintiff or Class Counsel may appeal any reduction in the Class Counsel's
14 Fees and Costs below the amount requested from the Court but must inform Defense Counsel and
15 the Class Administrator of any intent to appeal prior to the distribution of any funds from the Class
16 Administrator to any Settlement Class Members or any other Parties. The waiver of appeal does
17 not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals
18 the Judgment, the Parties' obligations to perform under this Agreement will be suspended until
19 such time as the appeal is finally resolved and the Judgment becomes final, except as to matters
20 that do not affect the amount of the Net Settlement Amount.

21 107. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
22 dispute that has arisen between them and to avoid the burden, expense, and risk of continued
23 litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, they
24 have violated any federal, state, or local law; violated any regulations or guidelines promulgated
25 pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached
26 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
27 engaged in any other unlawful conduct with respect to its employees. Neither this Agreement, nor
28 any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as

1 an admission or concession by Defendants of any such violations or failures to comply with any
2 applicable law. The Parties agree that there exists a bona fide dispute as to whether any
3 compensation is actually due to Plaintiff, the putative class, and Aggrieved Employees, and if so,
4 the amount thereof, and no legal determinations have been made with respect to the legal claims
5 bought in the Action and resolved in this Settlement. Except as necessary in a proceeding to enforce
6 the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or
7 received as evidence in any action or proceeding to establish any liability or admission on the part
8 of Defendants or to establish the existence of any condition constituting a violation of, or a non-
9 compliance with, federal, state, local, or other applicable law.

10 108. Captions. The captions and section numbers in this Agreement are inserted for the
11 reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the
12 provisions of this Agreement.

13 109. Waiver. No waiver of any condition or covenant contained in this Agreement or
14 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
15 constitute a further waiver by such Party of the same or any other condition, covenant, right, or
16 remedy.

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

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

27 112. Representation By Counsel. The Parties acknowledge that they have been
28 represented by counsel throughout all negotiations that preceded the execution of this Agreement,

1 and that this Agreement has been executed with the consent and advice of counsel, and reviewed
2 in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the
3 Settlement Agreement.

4 113. All Terms Subject to Final Court Approval. All amounts and procedures described
5 in this Settlement Agreement herein will be subject to the Court's Final Approval.

6 114. Notices. Unless otherwise specifically provided herein, all notices, demands, or
7 other communications given hereunder shall be in writing and shall be transmitted to a Party via
8 email:

9 To Plaintiff and the Settlement Class:

10 Navid Barahmand, Esq. (Bar No.
11 340934)
12 **BARAHMAND LAW GROUP**
13 navid@barahmandlaw.com
14 23801 Calabasas Road, Suite 2034
15 Calabasas, California 91302
16 tel: (818) 574-3355

17 Elliot J. Siegel (Bar No. 286798)
18 elliot@kingsiegel.com
19 Julian Burns King (Bar No. 298617)
20 julian@kingsiegel.com
21 **KING & SIEGEL LLP**
22 724 South Spring Street, Suite 201
23 Los Angeles, California 90014
24 tel: (213) 465-4802

25 To Defendants:

26 MATTHEW G. SGNILEK (SBN 235299)
27 msgnilek@ohaganmeyer.com
28 MICHAEL I. KESSLER (SBN 332018)
mkessler@ohaganmeyer.com
O'HAGAN MEYER
21650 Oxnard Street, Suite 530
Woodland Hills, CA, 91367
Telephone: (213) 306-1610

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

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

6 117. Non-Disparagement. Plaintiff agrees not to make any untruthful or negative
7 statements, allegations, comments or communications, regardless of form (whether written, oral,
8 electronic, including but not limited to Glassdoor, Yelp, or otherwise), regarding the Released
9 Parties.

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

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SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF: Karina Viera

Dated: 05/28/26 _____

Karina viera
Karina viera (May 28, 2026 08:49:51 PDT)
Karina Viera

DEFENDANT: UP Real Estate Holding Corporation, a California Corporation d/b/a Taco Bell

Dated: _____

By: _____
Its: _____

DEFENDANT: Hooshang Tafazoli

Dated: _____

Hooshang Tafazoli

SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF: Karina Viera

Dated: _____

Karina Viera

DEFENDANT: UP Real Estate Holding Corporation, a California Corporation d/b/a Taco Bell

Dated: 7-23-2026

By: PRESIDENT
Its: _____

DEFENDANT: Hooshang Tafazoli

Dated: 7-23-2026



Hooshang Tafazoli

Exhibit A

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

Karina Viera v. UP Real Estate Holding Corp., et al.
Superior Court of the State of California, Ventura County
Case No. 2024CUOE021511

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 UP Real Estate Holding Corporation's d/b/a Taco Bell ("UP Real Estate") 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 persons who worked at least one 3.5-hour shift as a non-exempt hourly employee of UP Real Estate in the state of California from March 5, 2020 through August 15, 2025.

On [REDACTED], the Honorable Charmaine H Buehner of the Superior Court of California for the County of Ventura 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 your portion of the civil penalties under PAGA allocated in this Settlement, which is estimated to be <<estAmount>>.¹]

IF YOU STILL WORK FOR UP REAL ESTATE, PARTICIPATION IN THIS SETTLEMENT WILL NOT AFFECT OR DISRUPT YOUR WORK IN ANY

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 _____

**MANNER. YOU WILL NOT BE RETALIATED AGAINST BY DEFENDANT
FOR YOUR PARTICIPATION.**

You can view the proposed Final Approval Order, Final Judgment, and payment schedule at [www._____](http://www._____.).

What Is This Case About?

Karina Viera was an employee of Defendant. She is the “Plaintiff” in this case and is suing UP Real Estate Holding Corporation d/b/a Taco Bell and Hooshang Tafazoli (“Defendants”) on behalf of herself and all Class Members. Plaintiff sued Defendants, alleging: (1) failure to pay minimum wages for all hours worked; (2) failure to pay overtime wages; (3) failure to provide meal periods or premium pay in lieu thereof; (4) failure to provide rest periods or premium pay in lieu thereof; (5) failure to pay reporting time pay; (6) failure to provide and maintain complete and accurate wage statements; (7) failure to reimburse necessary business expenses; (8) failure to pay wages when due; (9) civil penalties under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”); and (10) Unlawful Business Practices, Cal. Bus. & Prof. Code §§ 17200, *et seq.*

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

Defendant is not admitting to any allegations or wrongdoing in this case, and in fact expressly denies that any of its practices at issue in this lawsuit were or are unlawful. Specifically, Defendant asserts that the Class Members were properly compensated at all times during the Class Period. Defendant further asserts that it has complied with the California Labor Code, the California Business & Professions Code, the IWC Wage Orders, and all other applicable California and Federal law.

Plaintiff entered into settlement discussions with Defendant in an attempt to resolve the disputed claims in this case. On or about September 3, 2025, the Parties negotiated a settlement on behalf of themselves and the Class Members. The Parties’ agreement has been documented in a Joint Stipulation of Settlement and Release of Class and PAGA Action (“Joint Stipulation”). Defendant does not admit any liability by agreeing to a settlement.

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 J4 of the Superior Court of California for the County of Ventura, 4353 East Vineyard Avenue, Oxnard, California, 93036. You are not required to attend the Hearing

Questions? Contact the Settlement Administrator toll free at _____

but may do so at your own cost if you choose.

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
and

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

Summary of the Settlement Terms

Plaintiff and Defendants have agreed to settle this case on behalf of themselves and the Class Members for \$426,705.00 (“Maximum Settlement Amount”).

The Maximum Settlement Amount includes: (1) Individual Class Payments to Participating Class Members; (2) a \$10,000 enhancement payment to the Representative Plaintiff for her time and effort in pursuing this case, subject to Court approval; (3) Settlement Administration Costs in an amount not to exceed \$7,550; (4) payment of \$48,000 to the California Labor & Workforce Development Agency, representing the State of California’s portion of civil penalties under PAGA (or 75% of the \$64,000 allocated to PAGA penalties); (5) payment of \$16,000 to alleged Aggrieved Employees (or 25% of the \$64,000 allocated to PAGA penalties); and (6) an award of up to \$142,235.00 in attorneys’ fees and up to \$25,000 in litigation costs and expenses to Class Counsel, subject to Court approval.

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

Plan of Distribution to Class Members and PAGA Aggrieved Employees

Individual Class 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:

Questions? Contact the Settlement Administrator toll free at _____

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

If you believe the information provided above as to the number of your Individual Workweeks is incorrect and you wish to dispute it, please submit the Challenge Form attached to your Share Form to the Settlement Administrator at *Karina Viera v. Up Real Estate Holding Corporation d/b/a Taco Bell 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

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.

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

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

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. For purposes of this Settlement, 20% of each Individual Settlement Payment will be allocated to alleged unpaid wages, 80% will be allocated as alleged unpaid civil penalties and interest. All Individual PAGA Payments will be allocated as penalties and will be reported on an IRS Form-1099 by the Settlement Administrator. This notice is not intended to provide legal or tax advice. To the extent this notice or any of its attachments is interpreted to contain or constitute advice regarding any United States or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

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

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

The Released Claims are defined as:

Those claims and causes of action asserted that were alleged in the Operative Complaint and/or PAGA Notice or that reasonably could have been alleged based on the factual allegations contained in the Operative Complaint and/or PAGA Notice, including but not limited to all of the following claims under applicable federal, state, local, and territorial law as well as applicable regulations and wage orders for: (1) failure to pay minimum wages for all hours worked in violation of California Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198; (2) failure to pay overtime wages in violation of California Labor Code §§ 510 and 1198; (3) failure to provide meal periods or premium pay in lieu thereof in violation of California Labor Code §§ 226.7, 512(a), and 1198; (4) failure to provide rest

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

periods or premium pay in lieu thereof in violation of California Labor Code §§ 226.7 and 1198; (5) failure to pay reporting time pay in violation of California Labor Code §§ 1198 and 1199 and IWC Wage Order 5-2001; (6) failure to provide and maintain complete and accurate wage statements in violation of California Labor Code §§ 226, 226.3, and 1174; (7) failure to reimburse necessary business expenses in violation of California Labor Code § 2802; (8) failure to pay wages when due in violation of California Labor Code §§ 201, 202, 203, 204, and 210; (9) civil penalties under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, et seq. (“PAGA”) and Labor Code § 558 for violations of Labor Code § 201, 202, 203, 204, 206.5, 226, 226.3, 226.7, 510, 512, 558, 1182.12, 1174, 1194, 1194.2, 1197, 1198, 1401, and 2802 and Industrial Wage Order No.1; (10) Unlawful Business Practices in violation of Cal. Bus. & Prof. Code §§ 17200, et seq; (11) failure to keep and maintain accurate payroll records; and (12) actual damages, including unpaid wages, liquidated damages, premium pay, reporting time pay, statutory penalties, civil penalties, special damages, interest, preliminary and permanent injunctive relief, expenses, equitable relief, restitution, attorney’s fees, costs, and expert fees that were premised on allegations in the Operative Complaint and PAGA Notice or reasonably could have been premised based on the factual allegations contained in the Operative Complaint and PAGA Notice.

The Released PAGA Claims include:

All claims by Aggrieved Employees for claims and causes of action for civil penalties, costs, attorneys’ fees, and expenses under PAGA that were alleged in the Operative Complaint and/or PAGA Notice, or that reasonably could have been alleged based on the factual allegations contained in the Operative Complaint and/or PAGA Notice. The Released PAGA Claims shall be released through the PAGA Release Period.

Released Parties means Defendant UP Real Estate Holding Corporation d/b/a Taco Bell and each of its past, present and/or future, direct and/or indirect owners, subsidiaries, parent companies, divisions, affiliates, officers, predecessors, directors, members, partners, managers, employees, agents, shareholders, fiduciaries, representatives, attorneys, investors, insurers, joint venturers, benefit plans, private investigators and each and all of the foregoing persons’ heirs, assigns, executors, administrators and successors, or any of them, including Hooshang Tafazoli.

The “Release Period” is the period from March 5, 2020 through August 15, 2025. The “PAGA Release Period” is the period from March 4, 2023 to August 15, 2025.

Option 2 – Opt-Out of the Settlement

Questions? Contact the Settlement Administrator toll free at _____

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

If you do not wish to participate in the Settlement, you may exclude yourself from participating by submitting a written “Request for Exclusion from The Class Action Settlement” letter or card to the Settlement Administrator postmarked no later than [redacted]. The Request for Exclusion shall include the Class Members’ name and information needed to be properly identified and indicate the desire to opt out of the Settlement. Such information must include the name, address, signature and date, the case name and number, and the last four digits of the Social Security Number of the Class Member requesting exclusion. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail or equivalent, to the address below.

Karina Viera v. Up Real Estate Holding Corporation d/b/a Taco Bell, et. al Settlement

Administrator

c/o [redacted]

[redacted]
[redacted]

Telephone: [redacted]

The written request to be excluded from the Settlement must be postmarked to the Settlement Administrator not later than [redacted] [45 days from mailing]. If you submit a request for exclusion which is not postmarked by [redacted], your request for exclusion will be rejected, and you will be included in the Settlement Class.

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

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

Option 3 – File an Objection to the Settlement

If you wish to object to the Settlement, you can mail a written objection to the Settlement Administrator. Your objection should provide: your full name, signature, address, the last four digits of your social security number, the dates you were employed by UP Real Estate

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.

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

Holding Corporation d/b/a Taco Bell in California, the case name and number, a written statement of all grounds for the objection accompanied by any legal support for such objection, and copies of any papers, briefs, or other documents upon which the objection is based. Your objection should be mailed to the Settlement Administrator on or before [REDACTED]. All objections or other correspondence should state the name and number of the case, which is *Karina Viera v. Up Real Estate Holding Corporation d/b/a Taco Bell, et. al.*, Ventura County Case Number No. 2024CUOE021511.

You may also appear at the Final Fairness and Approval Hearing set for [REDACTED] at [REDACTED] in Department J4 of the Superior Court of California for the County of Ventura located at 4353 East Vineyard Avenue, Oxnard, California, 93036 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 Ventura, during regular business hours of each court day.

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

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

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

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

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

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

10 Attorneys for Plaintiff and the Putative Class

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF VENTURA**
13

14 **Karina Viera**, individually and on behalf of all
15 similarly situated individuals,

16 Plaintiff,

17 vs.
18

19 **UP Real Estate Holding Corporation**, a
20 California Corporation d/b/a **Taco Bell**;
21 **Hooshang Tafazoli**, an individual; and Does 1-
22 10, inclusive;

23 Defendants.
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CASE NO. 2024CUOE021511

CLASS ACTION

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

Date: _____ [Reserved]

Time: _____

Dept.: _____

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

Having considered the Settlement, all papers and proceedings held herein, and having reviewed the entire record in this action, Case No. 2024CUOE021511, entitled *Karina Viera v. UP Real Estate Holding Corporation d/b/a Taco Bell et al.* (the "Action"), and good cause appearing, the Court finds that:

WHEREAS, Plaintiff Karina Viera ("Plaintiff" or "Class Representative"), has alleged claims against UP Real Estate Holding Corporation d/b/a Taco Bell ("UP Real Estate") and Hooshang Tafazoli ("Tafazoli" and collectively with UP Real Estate as "Defendants") as an individual and on behalf of all others similarly situated, comprising: "*all persons who worked at least one 3.5-hour shift as a non-exempt employee of Defendants in the State of California from March 5, 2020 through August 15, 2025.*" ("Class Members"); and

WHEREAS, Plaintiff asserts class and PAGA claims in the Action against Defendants for: (1) failure to pay minimum wages for all hours worked in violation of California Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198; (2) failure to pay overtime wages in violation of California Labor Code §§ 510 and 1198; (3) failure to provide meal periods or premium pay in lieu thereof in violation of California Labor Code §§ 226.7, 512(a), and 1198; (4) failure to provide rest periods or premium pay in lieu thereof in violation of California Labor Code §§ 226.7 and 1198; (5) failure to pay reporting time pay in violation of California Labor Code §§ 1198 and 1199 and IWC Wage Order 5-2001; (6) failure to provide and maintain complete and accurate wage statements in violation of California Labor Code §§ 226, 226.3, and 1174; (7) failure to reimburse necessary business expenses in violation of California Labor Code § 2802; (8) failure to pay wages when due in violation of California Labor Code §§ 201, 202, 203, 204, and 210; (9) civil penalties under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* ("PAGA") and Labor Code § 558 for violations of Labor Code § 201, 202, 203, 204, 206.5, 226,

226.3, 226.7, 510, 512, 558, 1182.12, 1174, 1194, 1194.2, 1197, 1198, 1401, and 2802 and Industrial Wage Order No.1; and (10) Unlawful Business Practices, Cal. Bus. & Prof. Code §§ 17200, *et seq.*

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

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

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

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

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

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

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

3. The Class is defined as follows: “*All persons who worked at least one 3.5-hour shift as a non-exempt hourly employee of Defendants in the state of California from March 5, 2020 through August 15, 2025.*”

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

5. The Court hereby grants preliminary approval of the Settlement and Stipulation as

1 fair, reasonable, and adequate in all respects to the Class Members, and orders the parties to
2 consummate the Settlement in accordance with the terms of the Stipulation, including the terms and
3 procedures for Class Members to object or request exclusion to the Settlement.

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

7 7. The Court preliminarily appoints as Class Counsel the following attorneys: Elliot J.
8 Siegel of King & Siegel LLP, 724 S. Spring Street, Suite 201, Los Angeles, California 90014 and
9 Navid Barahmand of Barahmand Law Group, 23801 Calabasas Road, Suite 2034, Calabasas,
10 California 91302.

11 8. The Court preliminarily approves the payment of attorneys' fees in the amount of
12 \$142,235.00 (or one-third of the Maximum Settlement Amount) to Class Counsel, which shall be
13 paid from the Maximum Settlement Amount.

14 9. The Court preliminarily approves the payment of incurred reasonable costs in an
15 amount not to exceed \$25,000.00 to Class Counsel, which shall be paid from the Maximum
16 Settlement Amount as defined in the parties' Stipulation.

17 10. The Court preliminarily approves a payment in the amount of \$64,000.00 of the
18 settlement amount to be allocated to PAGA, of which \$48,000.00 will be paid to the California
19 Labor & Workforce Development Agency, representing the State of California's portion of civil
20 penalties under PAGA (or 75% of \$64,000), and \$16,000.00 to the alleged Aggrieved Employees
21 (or 25% of \$64,000), which shall both be paid from the Maximum Settlement Amount.

22 11. The Court preliminarily approves the payment of incurred reasonable claims
23 administration costs to the Settlement Administrator, in an amount not to exceed \$7,550, which
24 shall be paid from the Maximum Settlement Amount.

25 12. The Court preliminarily approves an enhancement award to the Class
26 Representative, Karina Viera, in the amount of up to \$10,000.00 which amount shall be paid from
27 the Maximum Settlement Amount.

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

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

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

a.	Deadline for Defendants to submit Class List to the Settlement Administrator	<u> </u> [7 calendar days after entry of the Court's Order Granting Preliminary Approval].
b.	Deadline for the Settlement Administrator to mail Notice of the Settlement to the Class Members	<u> </u> [7 calendar days following the Settlement Administrator's receipt of the Class List]
c.	Deadline for Class Members to postmark Requests for Exclusion from the Settlement	<u> </u> [45 calendar days after the Settlement Administrator mails the Notice, unless the Settlement Administrator is required to re-mail the notice, in which case the deadline shall be extended by 15 calendar days]
d.	Deadline for Class Members to submit objections to the Settlement	<u> </u> [45 calendar days after the Settlement Administrator mails the Notice, unless the Settlement Administrator is required to re-mail the notice, in which case the deadline shall be extended by 15 calendar days]
e.	Settlement Administrator to provide update to Class Counsel regarding Requests for Exclusion, objections, and the number of Participating Class Members	<u> </u> [30 days prior to the deadline for Class Counsel to file its motion in support of the Final Approval Hearing]

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

f.	Deadline for Class Counsel to file the Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	_____ [16 Court days prior to the Final Settlement Approval Hearing]
g.	Final Settlement Approval Hearing	_____, 2026 at _____ a.m./p.m.
h.	Settlement Administrator to Provide an Accounting of Funds	_____ [7 calendar days following the Effective Date of the Settlement]
i.	Compliance Hearing	_____ [240 calendar days following Effective Date of the Settlement]

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: _____

Hon. Charmaine H Buehner
Ventura County Superior Court Judge

Exhibit C

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA**

Karina Viera, individually and on behalf of all
similarly situated individuals,

Plaintiff,

vs.

UP Real Estate Holding Corporation, a
California Corporation d/b/a **Taco Bell**;
Hooshang Tafazoli, an individual; and Does 1-
10, inclusive;

Defendants.

CASE NO. 2024CUOE021511

[Assigned to the Honorable Charmaine H
Buehner]

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 action
3 on the terms set forth in the Joint Stipulation of Settlement (the "Settlement" or "Stipulation") came
4 on for hearing on _____, 2026.

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

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

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

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

21 *"All persons who worked at least one 3.5-hour shift as a non-exempt employee of*
22 *Defendants in the State of California from March 5, 2020 through August 15, 2025."*

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

25 5. The Court finds that an ascertainable class of [REDACTED] Participating Class Members
26 exists and a well-defined community of interest exists on the questions of law and fact involved

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

1 because in the context of the Settlement: (i) all related matters, predominate over any individual
2 questions; (ii) the claims of the Plaintiff are typical of claims of the Class Members; and (iii) in
3 negotiating, entering into and implementing the Settlement, Plaintiff and Class Counsel have fairly
4 and adequately represented and protected the interest of the Class Members.

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

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

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

20 9. The Court appoints Elliot J. Siegel of King & Siegel LLP and Navid Barahmand of
21 Barahmand Law Group as Class Counsel, and finds each of them to be adequate, experienced, and
22 well-versed in class action litigation.

23 10. The Court appoints Plaintiff as Class Representative and finds her to be adequate.

24 11. The Court is satisfied that ILYM Group, Inc., which functioned as the Settlement
25 Administrator, completed the distribution of Class Notice to the Class in a manner that comports
26 with California Rule of Court 3.766. The Class Notice informed the prospective Class Members of
27 the Settlement terms, their right to do nothing and receive their settlement share, their right to

1 submit a request for exclusion, their rights to comment on or object to the Settlement, and their
2 right to appear at the Final Approval and Fairness Hearing, and be heard regarding approval of the
3 Settlement and adequate periods of time to respond and to act were provided by each of these
4 procedures.

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

12 13. The terms of the Settlement Agreement, including the Maximum Settlement
13 Amount of \$426,705.00 and the allocation for determining Individual Settlement Payments, are
14 fair, adequate, and reasonable to the Class and to each Class Member, and the Courts grants final
15 approval of the Settlement set forth in the Settlement Agreement, subject to this Order.

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

19 a. The \$142,235.00 amount, representing one-third of the Maximum
20 Settlement Amount, requested by Plaintiff and Class Counsel for the Class Counsel's
21 attorneys' fees is fair and reasonable in light of the benefit obtained for the Class. Class
22 Counsel's fee request is also supported by its lodestar cross-check, and the Court finds that
23 Class Counsel's time spent on the matter and hourly rates charged by the attorneys who
24 worked on the matter are fair and reasonable. The Court grants final approval of, awards,
25 and orders the Class Counsel fees payment to be made in accordance with the Settlement
26 Agreement.

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

c. The \$10,000 class representative incentive payment requested to the Named Plaintiff is fair and reasonable. The Court grants final approval of the payment and orders the payment to be made in accordance with the Settlement Agreement.

d. The amount of \$7,550 designated for payment to the Settlement Administrator is fair and reasonable. The Court grants final approval of it and orders the Parties to make the payment to the Settlement Administrator in accordance with the Settlement Agreement.

e. The Court approves of the \$64,000.00 allocation assigned for claims under the Labor Code Private Attorneys General Act of 2004, and orders 75% thereof (*i.e.*, \$48,000.00) to be paid to the California Labor and Workforce Development Agency and orders 25% thereof (*i.e.*, \$16,000.00) to be paid to alleged Aggrieved Employees in accordance with the terms of the Settlement Agreement.

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

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

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

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

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

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

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

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

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

18 24. The Court hereby sets a hearing date of [REDACTED], 202[REDACTED] at [REDACTED] for a hearing on
19 the final accounting and distribution of the settlement funds. Class Counsel shall file with the Court
20 a report regarding the status of distribution at least five days before the hearing and not more than
21 21 days after the Void Date.²

22
23 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

24
25 ² The report shall be in the form of a declaration from the Settlement Administrator and shall
26 describe (i) the date the checks were mailed, (ii) the total number of checks mailed to class
27 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.

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DATED: _____

Hon. Charmaine H Buehner
Ventura County Superior Court Judge

Stipulation of Settlement of Class Action (Viera v. UP) (with Exhibits)

Final Audit Report

2026-05-28

Created:	2026-05-28
By:	Navid Barahmand (navid@barahmandlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEs7BUicKH7pUaLV6gki6exh5_CcluYwx

"Stipulation of Settlement of Class Action (Viera v. UP) (with Exhibits)" History



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Signer viera_k@yahoo.com entered name at signing as Karina viera

2026-05-28 - 3:49:49 PM GMT



Document e-signed by Karina viera (viera_k@yahoo.com)

Signature Date: 2026-05-28 - 3:49:51 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_TYPE



Agreement completed.

2026-05-28 - 3:49:51 PM GMT



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