

STIPULATION OF SETTLEMENT

This Stipulation of Settlement ("Settlement Agreement" or "Settlement") is reached by and between Plaintiff Glaniyi Urdiera ("Plaintiff," or the "Class Representative"), individually and on behalf of all members of the Settlement Class (defined below), and Defendants Cocina Del Charro, Inc., Jose Monforte, and Norma Monforte (collectively, "Defendants") (Plaintiff and Defendants are referred to herein collectively as the "Parties"). Plaintiff and the Settlement Class are represented by Sam Sani of Sani Law, APC ("Class Counsel"). Defendants are represented by Guillermo A. Escobedo Arcelia N. Magaña, and Ariel Valerio-Meek of Jackson Lewis P.C.

Plaintiff filed the Class Action Complaint on July 27, 2023 against Defendants in San Diego County Superior Court, in the matter entitled *Glaniyi Urdiera v. Cocina Del Charro, Inc., et al.*, Case No. 37-2023-00035395-CU-OE-CTL, alleging the following class action claims: (1) meal period violations; (2) rest period violations; (3) waiting time penalties; and (4) unfair competition. By agreement of the Parties, Plaintiff shall file a First Amended Class and Representative Action Complaint, before or contemporaneous with Plaintiff's filing a Motion for Preliminary Approval of Class Action Settlement, in which Plaintiff shall allege the following additional causes of action: (5) overtime wage violations; (6) wage statement penalties; (7) failure to pay wages; and (8) civil penalties on behalf of aggrieved employees based on the Labor Code violations alleged in the First Amended Class and Representative Action Complaint, pursuant to the California Private Attorneys General Act ("PAGA") (the "First Amended Complaint" or "Lawsuit").

Prior to mediation, the Parties conducted investigation into, and discovery of the relevant facts and law. Specifically, Defendants produced relevant wage-and-hour policies, non-exempt employees' corresponding timekeeping and payroll records, and data points relating to the size and scope of the Class and the number of workweeks in the Class Period. The Parties agree that the above-described investigation and evaluation, as well as the information exchanged during the settlement negotiations, are sufficient to assess the merits of the respective Parties' positions and to compromise the issues on a fair and equitable basis.

Given the uncertainty of litigation, Plaintiff and Defendants wish to settle both individually and on behalf of the Settlement Class. Plaintiff and Class Counsel have engaged in good faith, arm's-length negotiations with Defendants concerning possible settlement of the claims to be asserted in the First Amended Complaint. Specifically, on April 20, 2024, the Parties participated in mediation before Judge Richard Stone (Ret.), a well-respected mediator with considerable experience mediating wage-and-hour class actions. After a full-day mediation, the Parties were able to reach a settlement pursuant to a mediator's proposal on April 24, 2024.

Plaintiff and Class Counsel recognize the expense and length of additional proceedings necessary to continue the litigation against Defendants through trial and through any possible appeals. Plaintiff and Class Counsel also have considered the uncertainty and risks, the potential outcome, and the difficulties and delays inherent in further litigation. Plaintiff and Class Counsel conducted extensive settlement negotiations. Based on the foregoing, Plaintiff and Class Counsel believe the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members.

Defendants recognize that the defense of this litigation will be protracted and expensive. Substantial amounts of Defendants' time, energy, and resources have been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff. Defendants, therefore, have agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims.

Accordingly, Plaintiff and Defendants agree as follows:

1. **Settlement Class.** For purposes of this Settlement Agreement only, Plaintiff and Defendants stipulate to certification of the following Settlement Class:

All persons employed by Defendants as hourly-paid (non-exempt) employees at 890 W. Valley Parkway, Escondido, CA 92025 (the "Escondido Location") at any time during the period from July 27, 2019 through the date the Court orders preliminary approval of the settlement ("Class Period").

The Parties agree that certification for the purpose of settlement is not an admission that class certification is proper under Section 382 of the California Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Release.** Upon Defendants' deposit of the Maximum Settlement Amount with the Claims Administrator as set forth in Paragraph 3.B. below, Plaintiff and every member of the Settlement Class (except those who opt out of the Settlement Agreement) will release and discharge Defendants, their past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective predecessors in interest, subsidiaries, affiliates, parents, and attorneys (collectively the "Released Parties") as follows:

A. Settlement Class Members, except those who opt-out pursuant to Section 9.D. herein, will release any and all federal and state wage-and-hour claims, demands, rights, liabilities, and causes of action of every nature and description, whether known or unknown, arising from the Escondido Location that were or could have been asserted based on the factual allegations in the First Amended Complaint against Defendants, including, without limitation, all of the following: (a) claim for failure to pay overtime wages for all overtime hours worked under Labor Code section 510; (b) claim for failure to provide meal periods or pay meal period premiums for missed and/or non-compliant meal periods under Labor Code sections 226.7 and 512; (c) claim for failure to authorize and permit rest periods or pay rest period premiums for missed and/or non-compliant rest periods under Labor Code sections 226.7 and 512; (d) claim for wage statement penalties under Labor Code sections 226 and 1174; (e) claim for waiting time penalties under Labor Code sections 201-203; (f) claim for willful failure to pay wages under Labor Code

sections 204, 216, 221, and 1194; (g) unfair business practices under California Business & Professions Code section 17200 *et seq.*; (h) interest, attorney's fees, litigation costs, restitution, or equitable relief (collectively, the "Released Claims"). The period of the Release shall be the same as the Class Period as defined herein. The release will become effective as of the date Defendants deliver the full amount of the Maximum Settlement Amount to the Claims Administrator as set forth herein. Settlement Class Members, regardless of whether they opt-out pursuant to Section 9.D. herein, will also release all claims for civil penalties under the California Labor Code Private Attorney General Act, Labor Code section 2698, *et seq.* ("PAGA") with respect to the underlying wage and hour claims that were pled in the First Amended Complaint and in Plaintiff's May 1, 2024 letter to the Labor and Workforce Development Agency (the "PAGA Released Claims"). The period of the PAGA Released Claims shall extend from May 1, 2023 through the end of the Class Period (the "PAGA Period").

- B. A Settlement Class Member's cashing of his or her Individual Settlement Payment check shall be considered consent and an opt-in to the settlement of all related federal wage and hour claims under the Fair Labor Standards Act, and each Settlement Class Member who cashed and/or endorses by signature his or her Individual Settlement Payment check will waive his or her rights to bring related claims under the Fair Labor Standards Act for the Class Period. Each Individual Settlement Payment check will include the following disclaimer: "BY ENDORSING AND/OR CASHING THIS CHECK YOU ARE AGREEING TO THE TERMS OF THE SETTLEMENT REACHED IN *GLANIYI URDIERA V. COCINA DEL CHARRO, INC., ET AL.*, SAN DIEGO COUNTY SUPERIOR COURT CASE NO. 37-2023-00035395-CU-OE-CTL AND AGREE TO OPT-IN TO THE SETTLEMENT AND TO RELEASE ANY CLAIMS YOU MAY HAVE UNDER THE FAIR LABOR STANDARDS ACT." A Settlement Class Member who does not cash and/or endorse by signature his or her Individual Settlement Payment check will retain all of his or her rights and claims under the Fair Labor Standards Act, but shall still be deemed to have accepted and agreed to all other terms of the Release in Paragraph 2.A. unless he or she submits a timely written request for exclusion, consistent with Paragraph 9.D.
- C. In light of the Class Representative Enhancement Payment, Plaintiff has further agreed to release the Released Parties, in addition to the Released Claims described above, from any and all claims, demands, rights, liabilities, and causes of action, known or unknown, of every nature and description, between Plaintiff and the Released Parties, from the beginning of time through the date the Court orders preliminary approval of the settlement, including but not limited to those claims raised in the Lawsuit and those arising from or related to Plaintiff's employment with Defendants or the termination thereof, including but not limited to claims arising under any federal, state, or local constitutional, statutory, regulatory, contractual or common law claims for unpaid wages, premium pay, wage deductions, unreimbursed business expenses, waiting-time penalties, or other penalties, for overtime, failure to provide meal period or pay meal period premiums

for missed and/or non-compliant meal periods, failure to authorize and permit rest periods or pay rest period premiums for missed and/or non-compliant rest periods, for reimbursement of business expenses, improper wage statements, untimely payment of wages, inaccurate or incomplete recordkeeping, vacation forfeiture, personal day forfeiture, and other wage-and-hour violations; attorney's fees or injunctive relief; claims arising from or dependent on the Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000, *et seq.*; the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*; the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, *et seq.*; the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*; the Civil Rights Act of 1991; 42 U.S.C. § 1981; Executive Order 11246; Executive Order 11141; the Age Discrimination in Employment Act, the Rehabilitation Act of 1973; the Equal Pay Act; the Federal Employee Polygraph Protection Act; the National Labor Relations Act; the Worker Adjustment and Retraining Notification Act; the Family and Medical Leave Act; the California Fair Employment and Housing Act, including Government Code sections 12900, *et seq.*; the California Family Rights Act; the California Labor Code; any applicable order of the California Industrial Welfare Commission and all of their implementing regulations; claims arising from or dependent on federal or local laws or regulations prohibiting discrimination or harassment in employment or otherwise, or enforcing express or implied contracts, requiring employers to deal fairly or in good faith, or restricting an employer's right to terminate employees, wrongful discharge, wrongful termination in violation of public policy, constructive termination, or retaliation; defamation; infliction of emotional distress (intentional or negligent); invasion of privacy; assault, battery, physical or personal injury; emotional distress; fraud, negligent misrepresentation, or misrepresentation; California Business & Professions Code section 17200 *et seq.*; or any other tort, or any other law. Notwithstanding the foregoing, Plaintiff's release stated herein shall have no impact or legal effect on Plaintiff's claims for workers compensation benefits against the Released Parties before the California Workers Compensation Appeals Board, if any.

- C. Plaintiff understands that her release includes unknown claims and that she is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code:

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

D. ADEA and OWBPA Release for Plaintiff Only

Plaintiff understands and agrees that this Agreement constitutes a knowing and voluntary waiver and release of Plaintiff's rights and claims under the Age Discrimination in Employment Act ("ADEA") and pursuant to the Older Workers Benefit Protection Act ("OWBPA"). Plaintiff acknowledges that the consideration for this waiver is in addition to any other payment to which

Plaintiff may be entitled. Plaintiff further understands and agrees that this waiver does not include any rights or claims that may arise after the Parties execute this Agreement.

Plaintiff acknowledges that this Agreement is written in a manner designed to be clearly understood by Plaintiff, and that Plaintiff has read it carefully and understands its terms. Plaintiff acknowledges that Plaintiff has been advised and is aware of Plaintiff's right to consult with an attorney of Plaintiff's choice prior to signing this Agreement. Plaintiff further acknowledges that she is aware that she has twenty-one (21) days during which to consider the provisions of this ADEA/OWBPA release, although she may sign and return it sooner.

Plaintiff acknowledges that she has the right to revoke this ADEA/OWBPA release for a period of seven (7) days after signing it. Accordingly, this ADEA/OWBPA release shall not become effective or enforceable until the eighth day following Plaintiff's execution of this Agreement.

Plaintiff expressly acknowledges and agrees, however, that Plaintiff has no right to revoke any other portion of this Agreement pertaining to any and all claims which do not arise under ADEA or OWBPA.

Defendants and Plaintiff allocate \$500.00 of the Class Representative Enhancement Payment as consideration for the release of any ADEA or OWBPA claim. Accordingly, if Defendants pay Plaintiff the full amount of the Class Representative Enhancement Payment and Plaintiff revokes Plaintiff's release of any ADEA or OWBPA claim pursuant to this ADEA/OWBPA release, Plaintiff will owe and shall repay Defendants \$500.00 within seven days of revoking Plaintiff's release of any ADEA or OWBPA claim. However, Plaintiff shall be bound by all the promises Plaintiff has made herein except for a release of any ADEA or OWBPA claim.

To revoke this ADEA/OWBPA release, Plaintiff must provide a written notice of revocation to Jackson Lewis P.C., c/o Arcelia N. Magaña, 225 Broadway, Suite 1800, San Diego, California 92101, within seven days of signing this Agreement.

3. **Maximum Settlement Amount.** As consideration, Defendants agree to pay a non-reversionary maximum amount ("Maximum Settlement Amount") of \$425,000.00 in full and complete settlement of this matter, as follows:

- A. The Parties have agreed to engage Phoenix Class Action Administration Solutions as the "Claims Administrator" to administer this Settlement.
- B. The Maximum Settlement Amount shall be deposited with the Claims Administrator within thirty (30) days of the Court's granting final approval of this Agreement, including the resolution of any appeal or objection process.
- C. The Maximum Settlement Amount includes:
 - (1) All payments (including interest) to the Settlement Class;
 - (2) All costs of the Claims Administrator associated with the administration of the Settlement;

- (3) The Class Representative's Enhancement Payment;
 - (4) Class Counsel's attorneys' fees and actual costs and expenses related to the Lawsuit;
 - (5) \$10,000.00 of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code Section 2699(i), 75% of such penalties, or \$7,500.00, will be payable to the California Labor & Workforce Development Agency ("LWDA") for its share of PAGA penalties as the "LWDA Payment," and the remaining 25%, or \$2,500.00, will be payable to the eligible members of the Settlement Class as the "PAGA Amount."
- D. Defendants shall pay the standard company share of payroll taxes on all wages paid as part of this Settlement Agreement separate and apart from the Maximum Settlement Amount.
- E. **Escalator Clause.** Defendants represent that Settlement Class Members have worked approximately 11,509 workweeks during the Class Period through the date of the April 20, 2024 mediation. If the actual number of workweeks worked by Settlement Class Members during the Class Period grows by more than ten percent (10%) (i.e., Settlement Class Members worked more than 12,660 workweeks) then Defendant must either (1) increase the Gross Settlement Amount proportionately for any excess increase in the total number of workweeks worked by Settlement Class members during the Class Period over 12,660 workweeks (e.g., if the total number of workweeks worked by Settlement Class Members during the Class Period increases by 11%, the Gross Settlement Amount will increase by 1%), or (2) modify the applicable end date of the Class Period to a date prior to the date the Court orders preliminary approval of the settlement to avoid incurring the pro rata increase.
4. **Payments to the Settlement Class.** Settlement Class Members are not required to submit a claim form to receive a payment ("Individual Settlement Payment") from the Settlement. Individual Settlement Payments will be determined and paid as follows:
- A. The Claims Administrator shall first deduct from the Maximum Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, the Class Representative Enhancement Payment, LWDA Payment, the PAGA Amount, and the Claims Administrator's costs. The remaining amount shall be known as the "Net Settlement Amount."
 - B. From the Net Settlement Amount, the Claims Administrator will calculate each Settlement Class Member's Individual Settlement Payment based on the following formula:
 - i. Waiting Time Amount: Fifteen percent (15%) of the Net Settlement Amount shall be designated as the "Waiting Time Amount." Each participating Settlement Class Member whose employment ended at any

time from July 27, 2020 through the end of the Class Period, shall receive an equal portion of the Waiting Time Amount.

- ii. Wage Statement Amount: Ten percent (10%) of the Net Settlement Amount shall be designated as the "Wage Statement Amount." Each participating Settlement Class Member who was employed by Defendants at any time from July 27, 2022 through the end of the Class Period shall receive a portion of the Wage Statement Amount proportionate to the number of workweeks that he or she worked during the aforementioned time period
 - iii. PAGA Amount: \$2,500.00 of the Maximum Settlement Amount has been designated as the "PAGA Amount" as described above. Each Settlement Class Member who was employed by Defendants at any time during the PAGA Period shall receive a portion of the PAGA Amount proportionate to the number of workweeks that he or she worked during the aforementioned time period. Each Settlement Class Member who was employed by Defendants during the PAGA Period will be issued a check for their share of the PAGA Amount regardless of whether they submit a valid Request for Exclusion from the Settlement as set forth in Section 9.D, herein.
 - iv. The remainder of the Net Settlement Amount will be distributed to each Settlement Class Member based on their proportionate number of workweeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class Member's total workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all Settlement Class Members during the Class Period.
- C. Within 14 calendar days following the deposit of the Maximum Settlement Amount with the Claims Administrator, the Claims Administrator will calculate each Settlement Class Member's Individual Settlement Payment and will prepare and mail Individual Settlement Payments to Settlement Class Members.
- D. For purposes of calculating applicable taxes and withholdings for Settlement Class Members, each Individual Settlement Payment shall be allocated as 33.33% wages and 66.66% penalties and interest. The amounts allocated as wages shall be reported on an IRS Form W-2, and the amounts allocated for penalties and interest shall be reported on an IRS Form 1099. The Parties agree that it is the obligation of the Settlement Class Members to pay appropriate federal, state, and local income taxes on all payments they receive under this Settlement Agreement. Neither Class Counsel nor Defendants' Counsel intend anything contained in this Settlement to constitute legal advice regarding the taxability of any amount paid hereunder, nor shall anything in this Settlement be relied upon as such.
- E. Circular 230 Disclaimer: Each Party to this Agreement acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or

disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR part 10, as amended); (2) each Party (a) has relied exclusively upon his, her or its own independent legal and tax counsel for advice (including tax advice) in connection with this Agreement; (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party; and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other Party to avoid any tax penalty that may be imposed; and (3) no attorney or advisor to any Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by any other Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

- F. Each member of the Settlement Class who receives an Individual Settlement Payment must cash that check within 180 days from the date the Claims Administrator mails it.
- G. Any funds payable to Settlement Class Members whose checks remain uncashed one hundred and eighty (180) calendar days after such checks are mailed by the Claims Administrator ("Check Expiration Date") shall become void, and the funds associated with such voided checks, plus any accrued interest that has not otherwise been distributed (together, "Unused Funds"), shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 et seq., for the benefit of those Settlement Class Members who did not cash their checks until such time that they claim their property. The Parties agree that this disposition results in no "unpaid cash residue," or "unclaimed or abandoned funds" under California Civil Procedure Code § 384, as amended effective June 27, 2018, as the entire Net Settlement Amount will be paid out to the Class Members, whether or not they all cash their payment checks.
- H. Neither Plaintiff nor Defendants shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Claims Administrator.

5. **Attorneys' Fees and Costs.** Defendants will not object to the request for Class Counsel's attorneys' fees amounting to thirty-five percent (35%) of the Maximum Settlement Amount, which is currently estimated to be \$148,750.00, plus actual costs and expenses, which are not to exceed \$25,000.00. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation all work performed and all costs incurred to date, and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Claims Administrator when it pays the fee award allowed by the Court. Within 14 calendar days following the deposit of the Maximum Settlement Amount with the Claims Administrator the

Claims Administrator will calculate, prepare, and mail payments for Class Counsel's attorneys' fees and actual costs and expenses to Class Counsel.

6. **Class Representative Enhancement Payment.** Defendants will not object to a request for a Class Representative Enhancement Payment of up to \$7,500.00 for the Class Representative's Enhancement Payment for her general release of all claims and Section 1542 waiver, her time and risks in prosecuting this case, and her service to the Settlement Class. This award will be in addition to Plaintiff's Individual Settlement Payment as a Settlement Class Member, and shall be reported on an IRS Form 1099 by the Claims Administrator.

7. **Claims Administrator.** Defendants will not object to the appointment of Phoenix Class Action Administration Solutions as Claims Administrator, nor to the request to seek approval to pay up to \$7,750.00 for its services from the Maximum Settlement Amount. The Claims Administrator shall be responsible for translating to Spanish and sending notices and for calculating Individual Settlement Payments and preparing all checks and mailings. The Claims Administrator shall be authorized to pay itself from the Maximum Settlement Amount only after Individual Settlement Payments have been mailed to all Settlement Class Members.

8. **Preliminary Approval.** Upon execution of this Settlement Agreement, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Sam Sani of Sani Law, APC as Class Counsel;
- C. Appointing Glaniyi Urdiera as Class Representative for the Settlement Class;
- D. Approving Phoenix Class Action Administration Solutions as Claims Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Court-approved Notice Packet in a format substantially similar to that attached hereto as Exhibit A, and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within 10 business days after entry of an order preliminarily approving this Settlement, Defendants will provide the Claims Administrator with the names, last known addresses, last known telephone numbers, and social security numbers (in electronic format) of the members of the Settlement Class, including the dates of

employment, the number of workweeks worked during the Class Period and the number of pay periods during the PAGA Period.

- B. Within 7 calendar days from receipt of this information, the Claims Administrator shall (i) run the names of all Settlement Class Members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class Members, (ii) update the addresses of any Settlement Class Member for whom an updated address was found through the NCOA search, (iii) perform a Spanish translation of the Notice Packet, and (iv) mail the English and Spanish translation of the Notice Packet to each Settlement Class Member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Any Notice Packets returned to the Claims Administrator as undelivered on or before the Response Deadline (defined below) shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Claims Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within 5 business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Claims Administrator shall resend the Notice Packet to the Settlement Class Member promptly, and in any event within 3 business days of obtaining the updated address. Settlement Class Members to whom Notice Packets are re-sent after having been returned as undeliverable to the Claims Administrator shall have 14 calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to mail a Request for Exclusion, objection, or dispute. Notice Packets that are re-sent shall inform the recipient of this adjusted deadline.
- D. Requests for Exclusion. Any Settlement Class Member who wishes to opt out of the Settlement must complete and mail a Request for Exclusion Form to the Claims Administrator within 60 calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").
 - i. The Request for Exclusion Form must: (1) contain the name, address, telephone number, of the Settlement Class Member; (2) be signed by the Settlement Class Member; and (3) be postmarked by the Response Deadline and mailed to the Claims Administrator at the address specified in the Class Notice. If the Request for Exclusion Form does not contain the information listed in items (1)-(3), it will not be deemed valid for exclusion from this Settlement. The date of the postmark on the Request for Exclusion Form shall be the exclusive means used to determine whether a Request for Exclusion Form has been timely submitted. Any potential Settlement Class Member who validly requests to be excluded from the Settlement will no longer be a member of the Settlement Class, will not be entitled to any recovery under this Settlement Agreement, and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon, except as follows: each Class Member who was employed by Defendants during the PAGA Period will be issued a check for their share of the PAGA Amount regardless of whether they submit a valid

Request for Exclusion from the Settlement, and such employees shall be deemed to have released the Released Parties of and from the PAGA Released Claims regardless of whether they submit a valid Request for Exclusion Form from the Settlement. The Settlement Administrator shall notify Class Counsel and Defendants' Counsel of its receipt of all valid Request for Exclusion Forms within three (3) business days after having received each such Request for Exclusion

- ii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class Member to object to the Settlement or opt out of the Settlement Class, or encourage any Settlement Class Member to appeal from the final judgment.
- E. Objections. Settlement Class Members who do not opt out may object to this Settlement Agreement as explained in the Class Notice by (1) submitting an Objection Form with the Claims Administrator (who shall provide all objections as received to Class Counsel and Defendant's counsel), or (2) by offering oral comments at the Final Approval Hearing. Class counsel shall thereafter file a single packet of all objections with the Court. Defendants' counsel and Class Counsel shall submit any responses to objections no later than the deadline to file the Motion for Final Approval. Absent good cause found by the court, to be valid, any objection must be postmarked no later than the Response Deadline.
- F. Notice of Settlement Award/Disputes. Each Notice Packet mailed to Settlement Class Members shall contain the Notice of Settlement Award, which shall disclose the amount of the Settlement Class Member's estimated Individual Settlement Payment, as well as all of the information that was used from Defendants' records in order to calculate the Individual Settlement Payment, including the Settlement Class Member's number of workweeks worked during the Class Period. Settlement Class Members will have the opportunity, should they disagree with Defendants' records regarding the information stated in their Notice of Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Claims Administrator and postmarked by the Response Deadline. If there is a dispute, the Claims Administrator will consult with the Parties to determine whether an adjustment is warranted. Any disputes that remain unresolved as of the Final Approval Hearing will be referred to the Court for final determination.

10. **Final Approval.** Following preliminary approval and the close of the period for filing Requests for Exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees, costs, and the Class Representative Enhancement Payment; and

C. Entering judgment pursuant to California Rule of Court 3.769.

11. **Voiding Settlement.** If the Court declines to approve any material term or condition of this Settlement Agreement, then this entire Settlement Agreement shall be void and unenforceable as to all Parties herein at the option of any Party, within thirty (30) days of receiving notice of the Court's action. Each Party may exercise its option to void this settlement as provided herein by giving notice, in writing, to the other and to the Court. The Party voiding the settlement pursuant to this Paragraph shall be responsible for any costs of administration incurred up to that date.

12. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability by Defendants or that class certification is appropriate in any context other than this Settlement. The Parties have entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

13. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

14. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendants:

Guillermo A. Escobedo, Arcelia N. Magaña, Ariel Valerio-Meek
Jackson Lewis P.C.
225 Broadway, Suite 1800
San Diego, CA 92101
Email:Guillermo.Escobedo@jacksonlewis.com;
Arcelia.Magana@jacksonlewis.com;
Ariel.Valerio-Meek@jacksonlewis.com

if to Plaintiff:

Sam Sani, Sani Law, APC
595 E. Colorado Blvd., Suite 522
Pasadena, CA 91101
Email: ssani@sanilawfirm.com

15. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

16. **Construction.** The Parties agree that this Settlement Agreement is the result of lengthy, intensive arms-length negotiations between the parties and that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which that Party has participated in the drafting of this Settlement Agreement.

17. **Enforcement.** If a Party to this Settlement Agreement institutes any legal action, arbitration, or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights or obligations under this Settlement Agreement, then the prevailing Party shall recover from the unsuccessful Party, reasonable attorneys' fees and costs.

18. **Governing Law.** This Settlement Agreement is made and entered into under the laws of the State of California, and shall be interpreted, applied and enforced under those laws, and any litigation concerning this Settlement Agreement shall be in the Superior Court of the County of Orange, State of California.

19. **Confidentiality.** Except as provided above to the extent necessary to effectuate the settlement or as required by court or legal process, Plaintiff and Class Counsel will keep the terms of this Settlement Agreement confidential. Neither Plaintiff nor Class Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or through any social media or otherwise publicize the settlement or communicate its terms in public or in private, unless ordered by the Court. However, for the limited purpose of establishing adequacy of counsel in future actions, Class Counsel may reference the Lawsuit only by name and case number in a declaration establishing adequacy as class or representative counsel.

20. **Counterparts.** This Settlement Agreement may be executed by one or more Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

DATED: 6-17-2024

COCINA DEL CHARRO, INC.

By: 

Name:

Title:

PRESIDENT

DATED: 6-17-2024

JOSE MONFORTE

By: 

DATED: 6.17.2024

NORMA MONFORTE

By: 

DATED: 06/06/24

GLANIYI URDIERA

By: Glaniyi Urdiera
Glaniyi Urdiera (Jun 6, 2024 17:18 CDT)
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: June 20, 2024

JACKSON LEWIS P.C.

By: Arcelia N. Magaña
Guillermo A. Escobedo
Arcelia N. Magaña
Ariel Valerio-Meek
Attorneys for Defendants

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