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Attorney for Plaintiff, Daniel Shibata, on behalf of
himself and all "aggrieved employees" pursuant to
Labor Code §2698 et seq.

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

DANIEL SHIBATA, on behalf of himself
and all "aggrieved employees" pursuant to
Labor Code § 2698 et seq.;

Plaintiff,

vs.

AMY'S KITCHEN RESTAURANT
OPERATING COMPANY LLC, a
California limited liability company, and
DOES 1 through 10, inclusive,

Defendants.

CASE NO.: ECU003964

*Assigned for all purposes to the Honorable Judge
L. Brooks Anderholt, Department 9*

**STIPULATION AND [PROPOSED] ORDER
APPROVING SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT CLAIMS
AND DISMISSING ACTION WITH
PREJUDICE**

Complaint Filed: February 13, 2025

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STIPULATION**IT IS HEREBY STIPULATED BY AND BETWEEN THE PARTIES AS
FOLLOWS:**

1. On June 7, 2024, Plaintiff, Daniel Shibata ("Plaintiff"), for himself and on behalf of other aggrieved employees, submitted to the Labor and Workforce Development Agency ("LWDA") and served on the Defendant, Amy's Kitchen Restaurant Operating Company, LLC ("Defendant"), a notice (the "PAGA Notice") alleging facts and theories regarding California labor code violations by the Defendant; the letter being submitted in compliance with § 2698 et seq., the Labor Code Private Attorneys General Act (hereinafter, "PAGA") (Declaration of Amit Peery ("AP Decl.") at ¶ 3; Exhibit A to AP Decl.).

2. Plaintiff filed this Representative Action Complaint against Defendant on February 13, 2025 (the "Action") seeking civil penalties based on the facts alleged in the PAGA Notice ("the Action"), which included allegations that Defendant violated, among other things, California Labor Code §§ 201, 202, 226(a), 226.3, 226.7, 246, 510, 512, 558, 1194, 1400 et seq., inclusive of 1402 and 1403, and applicable provisions of the Industrial Wage Order 5-2001 (AP Decl. at ¶4).

3. From the date of receipt of the PAGA Notice to present, Defendant has vehemently denied and continues to deny any liability and wrongdoing to Plaintiff and/or any of the allegedly aggrieved employees for the violations alleged in the PAGA Notice and Action (AP Decl. at ¶5). By entering into this Settlement, Defendant does not admit Plaintiff properly brought his case as a representative action. The Parties agree that Defendant's conduct in agreeing to settle this matter cannot be used to evidence any wrongdoing or liability in this matter or any other matter with respect to the facts asserted in this Action.

4. Over the several months that have passed since Plaintiff filed and served the PAGA notice, Plaintiff and Defendant (the "Parties"), through respective counsel, have been exchanging informal discovery and information regarding the aggrieved employees and the alleged claims and other facts related to the PAGA Notice and Action (AP Decl. at ¶6). The Parties have also

engaged in extensive and adversarial discussions and argument regarding the facts of the case and the legal merits of Plaintiff's claims, the penalties sought and the defenses thereto (AP Decl. at ¶6).

5. Following months of discussion, argument and extensive and prolonged negotiations, and giving great consideration to the facts and legal positions, the uncertainty of an outcome to be had in the Action, the risk of an adverse outcome that each of the Parties potentially faces, and the time, energy and expense of litigating the matter, the Parties finally reached a settlement agreement (the "Settlement") (AP Decl. at ¶¶6,7 and 10). Both Parties and their experienced counsel deem the settlement amount to be a fair and reasonable compromise for both sides (AP Decl. at ¶10).

6. The Settlement is memorialized in a signed PAGA Settlement Agreement, a true and correct copy of which has been attached as Exhibit B to the Declaration of Amit Peery in support hereof (the "Settlement Agreement") (AP Decl. at ¶8).

7. Pursuant to the Settlement Agreement, the Defendant has agreed to pay a gross settlement amount of \$220,000.00, payable in 3 installments over 5 months, which amount is inclusive of sums to be distributed to the LWDA and the aggrieved employees for penalties (75%/25% respectively pursuant to applicable law), the costs of a neutral administrator, an apportionment for attorneys' fees and costs, and an enhancement and general release payment to Plaintiff.

8. Pursuant to the Settlement Agreement, all Aggrieved Employees, the LWDA and the State of California (by and through Plaintiff as an agent and proxy of the LWDA) fully, finally, and forever release, settle, compromise, relinquish and discharge Defendant and Released Parties from all claims, rights, demands, liabilities, and causes of action for PAGA penalties against Defendant or a Released Party arising from or relating to the alleged violations and/or facts asserted in the Complaint and/or the PAGA Notice, including but not limited to the PAGA Notice Referenced Statutes. The complete terms of the release are set forth in the Settlement Agreement. In exchange for the Settlement, Plaintiff also agrees to a release under Section 1542 of the California Civil Code.

9. Pursuant to the Settlement Agreement, Plaintiff has agreed to dismiss the Action with prejudice upon and with the issuance of the Court's Order approving the Settlement, with the Parties stipulating and agreeing that the Court will retain exclusive and continuing jurisdiction of this Action for purposes of enforcement of the Settlement pursuant to California Code of Civil Procedure § 664.6 (AP Decl. at ¶12; Settlement Agreement at ¶¶ 5.4 and 8.1).

10. Pursuant to the Settlement Agreement, a neutral administrator, Phoenix Class Action Administration Solutions, has been selected by the Parties to administer the Settlement with respect to payment distribution obligations. The Parties and counsel have no interest or relationship, financial or otherwise, with the neutral administrator other than a professional relationship arising out of prior experiences administering settlements (Settlement Agreement at ¶2.5).

11. The Parties respectfully request that the Court enter the accompanying Order, approving the Settlement, as permitted by Labor Code § 2699(l), and Plaintiff requests that the Court's Order include a dismissal of the action with prejudice (with the Court retaining jurisdiction to enforce the Settlement per California Code of Civil Procedure Section 664.6).

12. Plaintiff has submitted a copy of the Complaint filed in this Action, the Settlement Agreement, together with this Stipulation and the Declaration of Amit Peery, to the LWDA as required by PAGA (AP Decl. at ¶14; Exhibit C to AP Decl.).

IT IS SO STIPULATED:

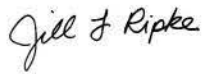
Dated: February 21, 2025

THE PEERY LAW FIRM

By: 
Amit Peery, Esq., Attorney for
Plaintiff

Dated: February 21, 2025

PERKINS COIE

By: 
Jill Ripke, Esq., Attorneys for
Defendant

ORDER

The Court, having reviewed the Parties' PAGA Settlement Agreement (the "Settlement" or "Settlement Agreement") attached as Exhibit B to the concurrently filed Declaration of Amit Peery, together with the Stipulation of the Parties and exhibits attached thereto, hereby **ORDERS:**

1. The Court finds the Settlement was entered into in good faith, the Settlement is fair, reasonable and adequate, and the Settlement satisfies the standards and applicable requirements for approval of PAGA representative actions under California law.

2. The Court approves the payments to be made pursuant to and as set forth in the Settlement Agreement, including the penalties to be paid to the Aggrieved Employees and the State of California as set forth in the Settlement, pursuant to Labor Code § 2699(l), and all payments to be made to Plaintiff's counsel, Plaintiff, and the Settlement Administrator based on the terms of the Settlement Agreement.

3. The Court approves Phoenix Class Action Administration Solutions to administer this settlement. Upon entry of this Order, the Parties and the Settlement Administrator shall effectuate all terms of the Settlement based on the provisions and timelines set forth in the Settlement Agreement. The Court also approves, as to form, Exhibit A to the Settlement Agreement, which the Settlement Administrator shall include with all Individual PAGA Payments.

4. This Action is hereby DISMISSED WITH PREJUDICE.

5. Upon entry of this Order, the Parties shall effectuate all terms of the Settlement based on the provisions and timelines set forth in the Settlement Agreement. The Court's approval of the Settlement shall not be deemed a finding or determination that any of Defendant's policies or practices were unlawful in this Action or any other action.

6. This PAGA Settlement shall be binding on Plaintiff, the Aggrieved Employees, and the State of California, who are hereby barred from re-litigating any of the claims released by the Settlement. For avoidance of doubt, nothing herein precludes Defendant from filing the

1 Settlement Agreement or this Order in any other matter to enforce the terms of the Settlement
2 against an Aggrieved Employee, including, for example, for *res judicata* or estoppel purposes.

3 7. This Court retains exclusive and continuing jurisdiction of this Action, pursuant
4 to California Code of Civil Procedure Section 664.6, to enforce the Settlement.

5
6 **IT IS SO ORDERED.**

7
8 Dated: _____

9 **JUDGE OF THE SUPERIOR COURT**

PROOF OF SERVICE

I am employed in the County of Ventura, State of California. I am over the age of 18 and not a party to the within action; my business address is 4550 East Thousand Oaks Boulevard, Suite 100 Westlake Village, CA 91362.

On February 21, 2025, I served the foregoing document described as STIPULATION AND [PROPOSED] ORDER APPROVING SETTLEMENT OF PRIVATE ATTORNEYS GENERAL ACT CLAIMS AND DISMISSING ACTION WITH PREJUDICE on the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

Attorneys for Defendant:

PERKINS COIE LLP

Attn: Jill L. Ripke, Jon Daryanani, Brittany A. Sachs
1888 Century Park East, Suite 1700
Los Angeles, California 90067-1721

Email: Jripke@perkinscoie.com; jdaryanani@perkinscoie.com; BSachs@perkinscoie.com

BY U.S. MAIL: The sealed envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of business.

BY ELECTRONIC SERVICE: The above-stated document was also delivered on the date set forth above via electronic transmission / email on the counsel of record listed above.

ONLINE TO THE LWDA: I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: February 21, 2025



Amit Peery