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10 Plaintiffs Arlis Villalta, Erika Gil, and Katty Zavala,
11 on behalf of themselves and the Class

12 *[Additional counsel listed on following page]*

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

15 ARLIS VILLALTA, an individual, ERIKA
16 GIL, an individual, and KATTYA ZAVALA,
17 an individual, on behalf of themselves and all
18 others similarly situated,

19 Plaintiff,
20 vs.

21 LEONARDO’S RESTAURANT INC., a
22 California corporation; LA BOOM INC., a
23 California corporation; LA NORIA, INC.; LA
24 NORIA ENTERTAINMENT INC., a
25 California corporation; LEBA INC., a
26 California corporation; LEOLO, INC., a
27 California corporation; FERMAX INC., a
28 California corporation; EL LEON
RESTAURANT INC., a California
corporation; LEONARDO LOPEZ, an
individual; and DOES 5 through 100,
inclusive,

Defendants.

CASE NO. BC542133

CLASS ACTION

[Assigned for all purposes to
Honorable Lawrence P. Riff, Dept. SS-7]

**AMENDED STIPULATION OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

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10 Attorneys for Defendants Leonardo's Restaurant Inc.,
La Noria Entertainment, Inc., Leba, Inc.,
11 Leonardo Lopez, Leolo, Inc., Fermax, Inc.,
and El Leon Restaurant, Inc.
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1 IT IS HEREBY STIPULATED, by and between Plaintiffs Arlis Villalta (“Villalta”), Erika
2 Gil (“Gil”), and Kattya Zavala (“Zavala”), individually and on behalf of all others similarly
3 situated, on the one hand, and defendants Leonardo’s Restaurant, Inc. (“Leonardo’s”), La Noria
4 Entertainment, Inc. (“La Noria”), Leba Inc. (“Leba”), Fermax, Inc. (“Fermax”), Leolo, Inc.
5 (“Leolo”), El Leon Restaurant, Inc. (“El Leon”), and Leonardo Lopez (“Lopez”), on the other
6 hand, and subject to the approval of the Court, that this action is hereby compromised and settled
7 pursuant to the terms and conditions set forth in this Stipulation of Class and Representative
8 Action Settlement (“Stipulation”) and that the Court shall make and enter judgment, subject to the
9 continuing jurisdiction of the Court and to the definitions, recitals, and terms set forth herein
10 which by this reference become an integral part of the Stipulation.

11 DEFINITIONS

12 1. “Action” means the class and representative action *Villalta, et al. v. Leonardo’s*
13 *Restaurant, Inc., et al.*, Los Angeles County Superior Court Case No. BC542133.

14 2. “Aggrieved Employees” means all persons employed by Defendants as non-
15 exempt employees in California during the PAGA Period.

16 3. “Attorneys’ Fees and Costs” means reasonable attorneys’ fees for Class Counsel’s
17 litigation and resolution of this Action and Class Counsel’s expenses and costs reasonably
18 incurred in connection with this Action.

19 4. “Claim Form” means the form, substantially in the form attached hereto as **Exhibit**
20 **3**, which shall be available from the Settlement Administrator and on the settlement website,
21 which Class Members who are not identified in the Class Information may submit to the
22 Settlement Administrator to receive their respective share of the Net Settlement Amount. The
23 Claim Form will be available in both English and Spanish.

24 5. “Class Counsel” means Matern Law Group, PC.

25 6. “Class Information” means information regarding Class Members that Defendants
26 shall in good faith compile from their records and shall be authorized by the Court to transmit in a
27 secure manner to the Settlement Administrator and Class Counsel. Class Information shall be
28 transmitted in electronic form and shall include each Class Member’s full name, last known

1 address and last known telephone number, Social Security number, and Compensable
2 Workweeks. If any of the information for the Class Member is unknown, then Defendants are to
3 provide all the information available to them on each Class Member to the Settlement
4 Administrator.

5 7. “Class Members” means all persons employed by Defendants as non-exempt
6 employees in California during the Class Period.

7 8. “Class Notice” means the Notice of Class Action Settlement, substantially in the
8 form attached hereto as **Exhibit 1**, which shall be subject to Court approval and which the
9 Settlement Administrator shall mail to each Class Member explaining the terms of this Stipulation
10 and the Settlement. The Class Notice will be provided in both English and Spanish. The Class
11 Notice shall be mailed to Class Members in an envelope substantially in the form attached hereto
12 as **Exhibit 2**.

13 9. “Class Period” means the period from April 9, 2010 to May 14, 2021.

14 10. “Class Representative Service Award” means the amount that the Court authorizes
15 to be paid to Plaintiffs, in addition to Plaintiffs’ Individual Settlement Payments, in recognition of
16 Plaintiffs’ efforts and risks in prosecuting the Action.

17 11. “Compensable Workweeks” means the total number of weeks during which a
18 Class Member performed work as a non-exempt employee of Defendants in California during the
19 Class Period and/or PAGA Period, based on Defendants’ records, and which shall be used to
20 calculate Individual Settlement Payments.

21 12. “Defendants” means Leonardo’s Restaurant, Inc., La Noria Entertainment, Inc.,
22 Leba Inc., Fermax, Inc., Leolo Inc., El Leon Restaurant, Inc., and Leonardo Lopez, collectively.

23 13. “Defense Counsel” means Prata & Daley LLP and Charles Murray III.

24 14. “Effective Date” means: (a) if there are no objections to the Settlement, the date
25 upon which the Judgment is entered by the Court; (b) if there are objections to the Settlement, and
26 if an appeal, review or writ is not sought from the Judgment, the sixty-first (61st) day after the
27 date upon which the Judgment is entered; or (c) if an appeal, review or writ is sought from the
28 Judgment, the date upon which all appellate and/or other proceedings resulting from the appeal,

1 review or writ have been finally terminated in such a manner as to permit the Judgment to take
2 effect in substantially the form described herein.

3 15. "Employers' Share of Payroll Taxes" means Defendants' portion of payroll taxes,
4 including, but not limited to FICA and FUTA, on the portion of the Individual Settlement
5 Payments that constitutes wages. The Employers' Share of Payroll Taxes shall be paid from the
6 Maximum Settlement Amount.

7 16. "Final Approval Hearing" means the hearing to be conducted by the Court after
8 the filing of an appropriate motion by Plaintiffs and following appropriate notice to Class
9 Members giving Class Members an opportunity to request exclusion from the class and
10 Settlement and to object to the Settlement, at which time Plaintiffs shall request that the Court
11 finally approve the Settlement, enter the Judgment, and take other appropriate action.

12 17. "Individual PAGA Payment" means the amount payable from the PAGA Payment
13 to each Aggrieved Employee.

14 18. "Individual Settlement Payment" means the amount payable from the Net
15 Settlement Amount to each Participating Class Member and, if applicable, the Individual PAGA
16 Payment.

17 19. "Judgment" means the judgment to be entered by the Court upon granting final
18 approval of the Settlement and this Stipulation as binding upon the Parties and Participating Class
19 Members.

20 20. "LWDA" means the California Labor and Workforce Development Agency.

21 21. "LWDA Payment" means the portion of the PAGA Payment payable to the
22 LWDA.

23 22. "Maximum Settlement Amount" means the maximum amount Defendants shall
24 have to pay in connection with this Settlement, by way of a common fund, which shall be
25 inclusive of all Individual Settlement Payments to Participating Class Members, Attorneys' Fees
26 and Costs, the Class Representative Service Awards, Settlement Administration Costs, the
27 Employers' Share of Payroll Taxes, and the LWDA Payment. Subject to Court approval and the
28

1 terms of this Stipulation, the Maximum Settlement Amount Defendants shall be required to pay is
2 Four Million Three Hundred Thousand Dollars (\$4,300,000.00).

3 23. "Net Settlement Amount" means the Maximum Settlement Amount, less
4 Attorneys' Fees and Costs, the Class Representative Service Awards, Settlement Administration
5 Costs, the Employers' Share of Payroll Taxes, and the PAGA Payment.

6 24. "Notice of Objection" means a Class Member's written objection to the
7 Settlement.

8 25. "PAGA" means the Labor Code Private Attorneys General Act of 2004, California
9 Labor Code sections 2698, et seq.

10 26. "PAGA Payment" means the amount payable from the Maximum Settlement
11 Amount to resolve the PAGA claim alleged in the Action. The PAGA Payment shall equal Two
12 Hundred and Fifteen Thousand Dollars (\$215,000.00). Seventy-five percent (75%) of the PAGA
13 Payment shall be paid to the LWDA and twenty-five percent (25%) shall be paid to Aggrieved
14 Employees as Individual PAGA Payments.

15 27. "PAGA Period" means the period from March 9, 2013 to May 14, 2021.

16 28. "Participating Class Members" means Plaintiffs and all other Class Members who
17 do not submit a valid and timely Request for Exclusion.

18 29. "Parties" means Plaintiffs and Defendants.

19 30. "Plaintiffs" means plaintiffs Arlis Villalta, Erika Gil, and Katty Zavala,
20 collectively.

21 31. "Preliminary Approval Order" means the order to be issued by the Court
22 approving and authorizing the mailing of the Class Notice by the Settlement Administrator,
23 approving and authorizing the Publication Notice, setting the date of the Final Approval Hearing
24 and granting preliminary approval of the Settlement set forth in this Stipulation, among other
25 things.

26 32. "Publication Notice" means the Notice of Class Action Settlement, substantially in
27 the form attached hereto as **Exhibit 4**, which shall be subject to Court approval and which the
28 Settlement Administrator shall cause to be published in English and Spanish-language

1 newspapers of general circulation in Los Angeles County, California in a manner designed to
2 provide the best notice that is practicable under the circumstances.

3 33. “Released Claims” means the release of claims as described in Paragraph 53.

4 34. “Released Parties” means Defendants and their employees, agents, officers,
5 shareholders, and affiliated entities.

6 35. “Request for Exclusion” means a written request by a Class Member to opt out of,
7 or exclude oneself from, the Settlement.

8 36. “Response Deadline” means the date sixty (60) days after the Settlement
9 Administrator mails the Class Notices to Class Members and the last date on which Class
10 Members may submit a Request for Exclusion, Notice of Objection, Claim Form, and/or dispute
11 regarding their own number of Compensable Workweeks.

12 37. “Settlement” means the final and complete disposition of the Action pursuant to
13 this Stipulation.

14 38. “Settlement Administration Costs” means the reasonable costs and fees of
15 administering the Settlement to be paid from the Maximum Settlement Amount to the Settlement
16 Administrator, including, but not limited to: (i) translating the Class Notice, Publication Notice,
17 and Claim Form into Spanish; (ii) printing, mailing and re-mailing (if necessary) of Class Notices
18 to Class Members; (iii) preparing and providing notice of the settlement by print and internet
19 publication; (iv) establishing a settlement website; (v) preparing and submitting to Participating
20 Class Members and government entities all appropriate tax filings and forms; (vi) computing the
21 amount of and distributing Individual Settlement Payments, Attorneys’ Fees and Costs, and the
22 PAGA Payment; (vii) processing and validating Claim Forms, Requests for Exclusion, and
23 Notices of Objection; (viii) establishing a Qualified Settlement Fund (“QSF”), as defined by the
24 Internal Revenue Code; and (iv) calculating and remitting to the appropriate government agencies
25 all employer and employee payroll tax obligations arising from the Settlement and preparing and
26 submitting filings required by law in connection with the payments required by the Settlement.

27 39. “Settlement Administrator” means CPT Group.

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RECITALS

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2 40. Procedural History. On April 9, 2014, Villalta filed this class and representative
3 wage and hour action against defendants Leonardo’s, La Noria, Leba, and Lopez.

4 41. On November 14, 2014, Villalta filed a First Amended Complaint. On December
5 10, 2015, Villalta and Gil filed a Second Amended Complaint, which added Gil as a named
6 plaintiff and proposed class representative. On September 1, 2017, Plaintiffs filed a Third
7 Amended Complaint, which added Zavala as a named plaintiff and proposed class representative.
8 The operative complaint Third Amended Complaint alleging causes of action for (1) failure to
9 provide required meal periods; (2) failure to provide required rest periods; (3) failure to pay
10 overtime wages; (4) failure to pay minimum wage; (5) failure to pay gratuities; (6) failure to pay
11 all wages due to discharged and quitting employees; (7) failure to maintain required records; (8)
12 failure to furnish accurate itemized statements; (9) failure to indemnify employees for necessary
13 expenditures incurred in discharge of duties; (10) wage deductions in violation of Labor code
14 §221 and Wage Order No. 5-2001; (11) unfair and unlawful business practices; and (12) a
15 representative PAGA action.

16 42. On May 22, 2015, Villalta filed Amendments to Complaint, naming El Leon and
17 Leolo as doe defendants. On June 18, 2015, Villalta filed an Amendment to Complaint naming
18 Fermax as a doe defendant.

19 43. On October 3, 2016, Villalta and Gil filed their motion for class certification. On
20 September 7, 2017 and April 30, 2018, the Honorable Elihu M. Berle certified two classes as to
21 the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth and Eleventh Causes of
22 Action, defining the certified class as: “All persons who work or worked as non-exempt
23 employees of Defendants Leonardo’s Restaurant, Inc., La Noria Entertainment, Inc., Leba, Inc.,
24 Leolo, Inc., Fermax, Inc., and El Leon, Inc. (collectively “Defendants”) in California at any time
25 from April 9, 2010 until the date of the order granting class certification....” The first certified
26 class period runs from April 9, 2010 to September 7, 2017, for all non-exempt employees of
27 Defendants with the exception of those who signed releases. The second class period, on behalf
28 of the sub-class of non-exempt employees of Defendants who signed releases, ran from April 9,

1 2010 to April 30, 2018. The certified class and the subclass of individuals who signed releases
2 included the following same twelve (12) subclasses:

- 3 • Meal Period Subclass: All persons who work or worked for Defendants as non-
4 exempt employees in California at any time during the class period, and
5 worked one or more shifts longer than five hours;
- 6 • Second Meal Period Subclass: All persons who work or worked for Defendants
7 as non-exempt employees in California at any time during the class period and
8 worked one or more shifts longer than ten hours;
- 9 • Rest Break Subclass: All persons who work or worked as non-exempt
10 employees of Defendants in California at any time during the class period, and
11 worked one or more shifts longer than three and one-half hours;
- 12 • Shaved Time Subclass A: All persons who work or worked for Defendants as
13 non-exempt employees in California at any time during the class period and
14 were not paid for all the time they were “clocked in.”
- 15 • Shaved Time Subclass B: All persons who work or worked for Defendants as
16 non-exempt employees in California at any time during the class period, and
17 worked one or more shifts of longer than 8 hours and/or worked one or more
18 weeks of longer than 40 hours, and were not paid for all the time they were
19 “clocked in.”
- 20 • Off-the-Clock Subclass A: All persons who work or worked for Defendants as
21 non-exempt employees in California at any time during the class period, and
22 were required to perform work before clocking in and/or after clocking out
23 and/or were not paid for their time traveling from one of Defendants’ locations
24 to another;
- 25 • Off-the-Clock Subclass B: All persons who work or worked for Defendants as
26 non-exempt employees in California at any time during the class period, and
27 worked one or more shifts of longer than 8 hours and/or worked one or more
28 weeks of longer than 40 hours, and were required to perform work before
clocking in and/or after clocking out and/or were not paid for their time
traveling from one of Defendants’ locations to another;
- Gratuity Subclass: All persons who work or worked for Defendants as non-
exempt employees in California at any time during the class period and were
not paid the full amount of credit card gratuities that they were owed;
- Reimbursement Subclass: All persons who work or worked for Defendants as
non-exempt employees in California as servers, bartenders, busboys or
barbacks, at any time during the class period, and were not reimbursed for the
costs of required uniforms, including costumes, corsets, and colored shirts;

- 1 • Failure to Timely Pay Wages Subclass: All persons who work or worked for
2 Defendants as non-exempt employees in California at any time during the class
3 period, who quit and were not paid their final check within 72 hours or who
4 were terminated and not paid their final check on their last date of
5 employment;
- 6 • Failure to Maintain Required Records Subclass: All persons who work or
7 worked for Defendants as non-exempt employees in California at any time
8 during the class period for whom Defendants failed to maintain required
9 records;
- 10 • Wage Statement Subclass: All persons who work or worked for Defendants as
11 non-exempt employees in California at any time during the class period and
12 received wage statements which did not show all hours worked and/or
13 overtime pay.

14 44. On February 19, 2020, Defendants filed a motion to decertify the class and
15 subclasses. On February 26, 2020, before the motion to decertify the class and subclasses was
16 heard, the Parties stipulated to decertify four of the sub-classes and dismiss two causes of action,
17 including decertifying the Off-the-Clock Subclass A, Off-the-Clock Subclass B, Gratuity
18 Subclass, and Reimbursement Subclass, as well as dismissing Plaintiff’s Fifth and Ninth Causes
19 of Action for failure to pay gratuities and failure to reimbursement, respectively. At the hearing
20 on the motion to decertify, the Honorable Amy D. Hogue granted in part and denied in part
21 Defendants’ motion, decertifying the subclass for failure to pay wages upon termination and the
22 subclass of employees who signed releases, while denying decertification as to the following
23 subclasses: the meal break subclasses, the rest break subclass, the shaved time subclasses, the
24 failure to maintain required records subclass, and the wage statement subclass (as to the Pico
25 Rivera Sports Arena only).

26 45. On May 10, 2021 and May 14, 2021, the Parties participated in a mandatory
27 settlement conference before the Honorable Daniel J. Buckley. At the end of the mandatory
28 settlement conference on May 14, 2021, Judge Buckley made a settlement proposal that would
fully resolve the matter and the Parties accepted the proposal that same day, subject to the Parties
entering into a more comprehensive written settlement agreement.

46. Benefits of Settlement to Plaintiffs and the Class Members. Plaintiffs and Class
Counsel recognize the expense and length of continued proceedings necessary to litigate

1 Plaintiffs' claims in the Action through trial and through any possible appeals. Plaintiffs also
2 have taken into account the uncertainty and risks of the outcome of further litigation, and the
3 difficulties and delays inherent in such litigation. Plaintiffs and Class Counsel are also aware of
4 the burdens of proof necessary to establish liability for the claims asserted in the Action, both
5 generally and in response to Defendants' defenses thereto, and the difficulties in establishing
6 damages, penalties, restitution and other relief sought in the Action. Plaintiffs and Class Counsel
7 also have taken into account Defendants' agreement to enter into a settlement that confers
8 substantial benefits upon the Class Members. Based on the foregoing, Plaintiffs and Class
9 Counsel have determined that the Settlement set forth in this Stipulation is fair, adequate, and
10 reasonable and is in the best interests of all Class Members.

11 47. Defendants' Reasons for Settlement. Defendants have concluded that any further
12 defense of the Action would be protracted and expensive for all Parties. Substantial amounts of
13 Defendants' time, energy, and resources have been, and unless this Settlement is completed, shall
14 continue to be, devoted to the defense of the claims asserted by Plaintiffs. Defendants also have
15 taken into account the risks of further litigation in reaching their decision to enter into this
16 Settlement. Even though Defendants contend they are not liable for any of the claims alleged by
17 Plaintiffs in the Action, Defendants have agreed, nonetheless, to settle in the manner and upon the
18 terms set forth in this Stipulation and to put to rest the claims alleged in this Action. Defendants
19 have asserted and continue to assert that the claims alleged by Plaintiffs have no merit and do not
20 give rise to any liability, damages, restitution, penalties or other payments. This Stipulation is a
21 compromise of disputed claims. Nothing contained in this Stipulation, no documents referred to
22 herein, and no action taken to carry out this Stipulation, shall be construed or used as an
23 admission by or against Defendants as to the merits or lack thereof of the claims asserted in the
24 Action. Defendants contend they have complied with all applicable state, federal and local laws.

25 **TERMS OF SETTLEMENT**

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

28

1 48. Binding Settlement. This Settlement shall bind the Parties, Aggrieved Employees,
2 and all Participating Class Members, subject to the terms and conditions hereof and the Court’s
3 approval.

4 49. Tax Liability. The Parties make no representations as to the tax treatment or legal
5 effect of the payments specified herein, and Class Members are not relying on any statement or
6 representation by the Parties, Class Counsel or Defense Counsel in this regard. Participating
7 Class Members and Class Counsel understand and agree that they shall be responsible for the
8 payment of all taxes and penalties assessed on the payments specified herein, and shall hold the
9 Parties, Class Counsel and Defense Counsel free and harmless from and against any claims
10 resulting from treatment of such payments as non-taxable, including the treatment of such
11 payments as not subject to withholding or deduction for payroll and employment taxes.

12 50. Circular 230 Disclaimer. THE PARTIES ACKNOWLEDGE AND AGREE
13 THAT (1) NO PROVISION OF THIS STIPULATION, AND NO WRITTEN
14 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES, CLASS
15 COUNSEL OR DEFENSE COUNSEL AND OTHER ADVISERS, IS OR WAS INTENDED TO
16 BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR
17 BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF
18 UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS
19 AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
20 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR
21 ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS STIPULATION,
22 (B) HAS NOT ENTERED INTO THIS STIPULATION BASED UPON THE
23 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
24 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
25 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
26 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
27 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
28 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY

1 OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF
2 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
3 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
4 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
5 STIPULATION.

6 51. Preliminary Approval of Settlement. The Parties agree to work diligently and
7 cooperatively to have this Settlement presented to the Court for preliminary approval. The
8 Preliminary Approval Order shall provide for, among other things, the Class Notice to be sent to
9 Class Members as specified herein.

10 52. Released Claims.

11 a. Participating Class Members’ Released Claims. Upon full payment of the
12 Maximum Settlement Amount to the Settlement Administrator, all Participating Class Members
13 shall be deemed to have released the Released Parties of any and all claims and/or causes of
14 action certified in this Action and arising at any time during the Class Period, including the
15 following claims: (1) failure to provide required meal periods; (2) failure to provide required rest
16 periods; (3) failure to pay overtime wages; (4) failure to pay minimum wage; (5) failure to pay
17 gratuities (Labor Code § 351), (6) failure to pay all wages due to discharged and quitting
18 employees; (7) failure to maintain required records, (8) failure to furnish accurate itemized
19 statements, (9) failure to indemnify employees for necessary expenditures incurred in discharge
20 of duties; (10) unlawful wage deductions in violation of Labor Code § 221, Wage Order No. 5-
21 2001; and (11) unfair and unlawful business practices relating to the claims alleged in the Action.

22 b. Aggrieved Employees’ Released Claims. Upon full payment of the
23 Maximum Settlement Amount to the Settlement Administrator, all Aggrieved Employees shall be
24 deemed to have released the Released Parties of any and all claims and/or causes of action
25 described in Plaintiff Villalta’s PAGA Notice Pursuant to Labor Code § 2699.3 submitted to the
26 Labor & Workforce Development Agency dated December 19, 2013 and Plaintiff Zavala’s
27 PAGA Notice dated August 3, 2017 and arising at any time during the PAGA Period. Those
28 claims include: failure to provide meal and rest breaks in violation of Labor Code §§ 226.7, 510,

1 512, 1194, 1197 and Wage Order No. 5-2001, §§ 11-12; failure to pay one additional hour of
2 compensation at the employee's regular rate of pay for each work day that a meal or rest period is
3 not provided in violation of Labor Code§ 226.7 and Wage Order No. 5-2001, §§ 11 (B) and
4 12(B); failure to pay employees overtime wages in violation of Labor Code§§ 510, 1194, 1198,
5 and Wage Order No. 5-2001, § 3; failure to pay employees minimum wages for all hours worked
6 in violation of Labor Code §§ 1194, 1197, 1197.1, and Wage Order No. 5-2001, § 4; failure to
7 pay employees the unpaid balance of the full amount of wage owed including minimum wage or
8 overtime compensation and interest, pursuant to Labor Code §§ 204, 510, 1194 and Wage Order
9 No. 5-2001, § 3; willful failure to pay discharged or quitting employees under Labor Code §§
10 201-203; failure to provide accurate itemized wage statements to employees in violation of Labor
11 Code §§ 226, 1174, and 1174.5; failure to maintain required records of employees pursuant to
12 Labor Code §§ 226, 1174, 1174.5, and Wage Order No. 5- 2001, § 7; failure to indemnify
13 employees for uniforms, expenditures, and/or losses in violation of Labor Code §§ 2802, 226, and
14 300; and unlawful deductions and withholdings from employees' wages in violation of Labor
15 Code §§ 221, 223, and 224.

16 c. Plaintiffs' Released Claims. Upon full payment of the Maximum
17 Settlement Amount, Plaintiffs shall release the Released Parties of any and all claims, demands,
18 rights, liabilities, and/or causes, of any form whatsoever, arising under federal, state, local, or
19 common laws, rules, or regulations, whether known or unknown, unforeseen, unanticipated,
20 unsuspected or latent, that have been or could have been asserted by Plaintiffs against Defendants
21 or any of the other Released Parties, arising at any time prior to entry of the Judgment, including
22 but not limited to those claims raised in the Actions, and those arising from or related to
23 Plaintiffs' work with Defendants.

24 As to the Released Claims only, Plaintiffs expressly waive all rights and benefits under the
25 terms of section 1542 of the California Civil Code. Section 1542 reads as follows:

26 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
27 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
28 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING**

1 **THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD**
2 **HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
3 **THE DEBTOR OR RELEASED PARTY.**

4 Notwithstanding the provisions of section 1542, and for the purpose of implementing a
5 full and complete release, Plaintiffs expressly acknowledge that this Settlement is intended to
6 include in its effect, without limitation, all claims which Plaintiffs do not know or suspect to exist
7 in their favor at the time of execution hereof, and that the Settlement contemplates the
8 extinguishment of all such claims.

9 53. Settlement Administration.

10 a. Within five (5) days of entry of the Preliminary Approval Order,
11 Defendants shall provide the Settlement Administrator and Class Counsel with the Class
12 Information for purposes of mailing the Class Notices to Class Members.

13 i. Notice by First Class U.S. Mail. Upon receipt of the Class
14 Information, the Settlement Administrator shall perform a search based on the National Change
15 of Address Database maintained by the United States Postal Service to update and correct any
16 known or identifiable address changes. Within thirty (30) days after receiving the Class
17 Information from Defendants as provided herein, the Settlement Administrator shall mail copies
18 of the Class Notice to all Class Members via regular First Class U.S. Mail.

19 ii. Undeliverable Class Notices. Any Class Notice returned to the
20 Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-
21 mailed to the forwarding address affixed thereto. If no forwarding address is provided, the
22 Settlement Administrator shall conduct a search for a more current address for the Class Member
23 and, if another mailing address is identified by the Settlement Administrator, re-mail the Class
24 Notice to the Class Member whose Class Notice was returned as non-deliverable, within three
25 business days from receipt of the returned Class Notice. The steps to be taken by the Settlement
26 Administrator shall include, at a minimum, the tracking of all undelivered mail; re-mailing the
27 Class Notice to any forwarding address provided by the U.S. Postal Office; and performing
28 address searches for all Class Notices returned without a forwarding address using available email

1 addresses, phone numbers, social security numbers, credit reports, LinkedIn, and Facebook. The
2 Settlement Administrator will also work with Class Counsel and Defense Counsel to find a more
3 current address. In the event a Class Notice is returned as undeliverable a second time, no further
4 postal mailing shall be required. Class Members who are sent a re-mailed Class Notice shall have
5 their Response Deadline extended by fourteen (14) days from the date the Settlement
6 Administrator re-mails the Class Notice.

7 iii. Notice by Publication. Defendants represent that they are not in
8 possession of names and contact information for some Class Members. Therefore, in order to
9 provide notice to these Class Members, the Settlement Administrator shall provide notice of the
10 settlement by print publication in the Sunday edition of La Opinion, a Spanish language
11 newspaper in Los Angeles County, each Sunday for four (4) consecutive weeks. The first date of
12 the print publication will be on the same date that the Class Notice is mailed to the Settlement
13 Class members, or as soon thereafter as possible. In addition, notice will be provided by internet
14 publication in the form of Google advertisements with audience profiles targeting adults 18+ in
15 Los Angeles, California, who have recently been in Leonardo's restaurant locations and who
16 match the job titles of cook, line cook, bartender, hostess, server, and more. The Google
17 campaign will utilize relevant keywords, search topics, and terms related to the restaurant.
18 Sponsored ads will also be published by the Settlement Administrator on social media platforms
19 Facebook and Instagram in both English and Spanish. The digital publication campaign will take
20 place over 45-days. Both the print and internet publications shall notify Class Members of this
21 Settlement and direct them to a website maintained by the Settlement Administrator to obtain
22 additional information regarding the Settlement and a Claim Form which individuals who believe
23 they are Class Members but did not receive a Class Notice may submit to the Settlement
24 Administrator. The Parties agree that notice by publication in conjunction with mailing of the
25 Class Notices by regular First Class U.S. Mail provides the best notice practicable to Class
26 Members and fully complies with due process.

27 iv. Determination of Individual Settlement Payments. The Settlement
28 Administrator shall determine the eligibility for, and the amount of, each Individual Settlement

1 Payment under the terms of this Stipulation for all Class Members wherein no dispute is
2 submitted. The Settlement Administrator's determination of the eligibility for and amount of
3 each Individual Settlement Payment shall be binding upon the Class Member and the Parties, yet
4 subject to review by Class Counsel, Defense Counsel and the Court. If there is a dispute, the
5 Parties will attempt to agree upon the amount of Compensable Workweeks once a dispute is
6 raised, but if an agreement cannot be reached, the Settlement Administrator will be directed to
7 decide.

8 v. Disputes Regarding Administration of Settlement. Any dispute not
9 resolved by the Settlement Administrator concerning the administration of the Settlement shall be
10 resolved by the Court. Prior to any such involvement of the Court, counsel for the Parties shall
11 confer in good faith, if necessary, to resolve the dispute without the necessity of involving the
12 Court.

13 b. Exclusions. The Class Notice shall explain that Class Members who wish
14 to exclude themselves as a Class Member as part of this Settlement must submit a Request for
15 Exclusion to the Settlement Administrator by the Response Deadline. The Request for
16 Exclusion must: (1) contain sufficient information for the Settlement Administrator to ascertain
17 the identity of the Class Member, including the Class Member's full name, address, telephone
18 number, the last four digits of the Class Member's social security number, and/or the
19 approximate dates of employment with Defendants; (2) state, "I wish to exclude myself from the
20 Class in the lawsuit of *Villalta, et al. v. Leonardo's Restaurant, Inc., et al.* " or words to that
21 effect; (3) be signed by the Class Member; and (4) be postmarked or transmitted by email or
22 facsimile by the Response Deadline and returned to the Settlement Administrator at the specified
23 mailing address, email address, or facsimile number. Subject to review by Class Counsel,
24 Defense Counsel, and the Court, the date of the postmark on the return mailing envelope on the
25 Request for Exclusion or the time stamp on the email or facsimile shall be the exclusive means
26 used by the Settlement Administrator to determine whether a Class Member has timely requested
27 exclusion from the class and Settlement. Any Class Member who timely and properly requests
28 to be excluded as a Class Member shall not be entitled to any benefits as a Class Member under

1 the Settlement and shall not be bound by the terms of the Settlement as it applies to Class
2 Members nor shall the Class Member have any right to object to the Settlement or appeal from
3 the entry of the Judgment. However, the Parties agree that there is no statutory right for any
4 Aggrieved Employee to exclude himself or herself from the Settlement as it relates to the PAGA
5 claim. As such, to the extent that any Class Member is also an Aggrieved Employee, that
6 individual cannot exclude himself or herself from the Settlement as it relates to the PAGA
7 Payment or the Aggrieved Employees' Released Claims as set forth in Paragraph 53(b). If an
8 Aggrieved Employee timely and properly requests to be excluded as a Class Member, he or she
9 will remain entitled to his or her Individual PAGA Payment and bound by the Aggrieved
10 Employees' Released Claims pursuant to Paragraph 53(b). Class Members who do not submit a
11 valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all
12 terms of the Settlement and the Judgment entered in this Action if the Settlement is finally
13 approved by the Court. No later than ten (10) days after the Response Deadline, the Settlement
14 Administrator shall provide counsel for the Parties a complete list of all Class Members who
15 submitted a timely and valid Request for Exclusion.

16 c. Objections. The Class Notice shall state that Class Members who wish to
17 object to the Settlement must submit to the Settlement Administrator a Notice of Objection by
18 the Response Deadline or appear at the Final Approval Hearing to explain their objection(s). A
19 Notice of Objection must (1) state the full name, current address, telephone number, and
20 approximate dates of employment by Defendants of the Class Member; (2) be signed by the
21 Class Member; (3) identify this Action; (4) state the grounds for the objection; and (5) be
22 postmarked or transmitted by email or facsimile by the Response Deadline and returned to the
23 Settlement Administrator at the specified mailing address, email address, or facsimile number.
24 Subject to review by Class Counsel, Defense Counsel and the Court, the date of the postmark on
25 the return mailing envelope on the Notice of Objection or the time stamp of the email or
26 facsimile shall be the exclusive means used by the Settlement Administrator to determine
27 whether a Class Member has timely objected to the Settlement. Class Members who do not
28 submit a Notice of Objection or appear at the Final Approval Hearing to explain their

1 objection(s) shall be deemed to have waived any objections and shall be foreclosed from making
2 any objections (whether by appeal or otherwise) to the Settlement. At no time shall any of the
3 Parties, Class Counsel or Defense Counsel seek to solicit or otherwise encourage or discourage
4 Class Members from objecting to the Settlement or filing an appeal from the Judgment.

5 d. Submission of Claim Forms and Disputes Regarding the Number of
6 Compensable Workweeks. If a Class Member was not included in the Class Information, the
7 Class Member must submit a completed Claim Form and any supporting documentation to the
8 Settlement Administrator by the Response Deadline. If a Class Member was included in the
9 Class Information and disagrees with the number of Compensable Workweeks stated on the
10 Class Notice, the Class Member must send a letter (by mail or facsimile) or email to the
11 Settlement Administrator by the Response Deadline stating the reasons why they dispute the
12 number of Compensable Workweeks and provide any supporting documentation. The
13 Settlement Administrator shall provide copies of any Claim Forms and disputes to the Parties
14 within three (3) days of receipt. The Parties shall then meet and confer to determine whether an
15 agreement can be reached as to whether a person is a Class Member and/or the number of
16 Compensable Workweeks that should be applied. Should the Parties be unable to reach an
17 agreement, the Settlement Administrator will evaluate the evidence submitted by the Class
18 Member and make a decision as to whether a person is a Class Member and/or the number of
19 Compensable Workweeks that should be applied and the Individual Settlement Payment to
20 which the Class Member is entitled.

21 e. Monitoring and Reviewing Settlement Administration. The Parties have
22 the right to monitor and review the administration of the Settlement to verify that the monies
23 allocated under the Settlement are distributed in the correct amount, as provided for in this
24 Stipulation.

25 f. Best Efforts. The Parties agree to use their best efforts to carry out the
26 terms of this Settlement.

27 54. Funding and Allocation of Maximum Settlement Amount. No later than forty-five
28 (45) days after final approval of the Settlement, Defendants shall provide to the Settlement

1 Administrator in any feasible manner, including, but not limited to, by way of wire transfer, the
2 Maximum Settlement Amount. If this Settlement is not finally approved by the Court in full, or
3 is terminated, rescinded, canceled or fails to become effective for any reason, or if the Effective
4 Date does not occur, then no portion of the Maximum Settlement Amount shall be paid. The
5 Settlement Administrator shall distribute the Individual Settlement Payments, Class
6 Representative Service Awards, PAGA Payment to the LWDA, and Settlement Administration
7 Costs by the later of fourteen (14) days after Defendants provide the Settlement Administrator
8 with the Maximum Settlement Amount or fourteen (14) days after the Effective Date. The
9 Settlement Administrator shall distribute Attorneys' Fees and Costs on the next business day
10 following the date Individual Settlement Payments are initially mailed to Participating Class
11 Members.

12 a. Individual Settlement Payments. Class Members who are identified in the
13 Class Information shall not be required to submit a claim in order to receive a share of the Net
14 Settlement Amount, and no portion of the Maximum Settlement Amount shall revert to
15 Defendants or result in an unpaid residue. Class Members who are not identified in the Class
16 Information shall receive a share of the Net Settlement Amount after submitting sufficient
17 information to the Settlement Administrator to determine the Class Member's eligibility for an
18 Individual Settlement Payment pursuant to Paragraph 54(d) above. Individual Settlement
19 Payments shall be paid by the Settlement Administrator from the Net Settlement Amount
20 pursuant to the formula set forth herein. Individual Settlement Payments shall be mailed by the
21 Settlement Administrator by regular First Class U.S. Mail to each Participating Class Member's
22 and/or Aggrieved Employee's last known mailing address. Individual Settlement Payments shall
23 be sent to all Participating Class Members and/or Aggrieved Employees, including those for
24 whom a Class Notice was returned undelivered. Prior to mailing the Individual Settlement
25 Payments, the Settlement Administrator shall perform a search based on the National Change of
26 Address Database maintained by the United States Postal Service to update and correct any
27 known or identifiable address changes.

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1 i. Each Participating Class Member’s Individual Settlement Payment
2 shall be calculated solely by the Settlement Administrator according to the following formula:

3 (1) The Settlement Administrator shall divide the Net
4 Settlement Amount by the total number of Compensable Workweeks for all Participating Class
5 Members resulting in a value for each week worked by the Participating Class Members during
6 the Class Period (“Workweek Value”).

7 (2) The Settlement Administrator shall then multiply the
8 number of Compensable Workweeks for each Participating Class Member by the Workweek
9 Value.

10 (3) In addition, all Aggrieved Employees shall receive a pro
11 rata share of the portion of the PAGA Payment allocated to Aggrieved Employees (\$53,750.00)
12 based on the Aggrieved Employee’s Compensable Workweeks during the PAGA Period using the
13 same formula set forth in subsection (1) to (2) above.

14 ii. Individual Settlement Payments shall be made by check and shall
15 be made payable to each Participating Class Member and/or Aggrieved Employee as set forth in
16 this Stipulation.

17 iii. Individual Settlement Payments shall be allocated as follows:
18 twenty percent (20%) as wages subject to all applicable tax withholdings and eighty percent
19 (80%) as non-wage payments not subject to tax withholdings. The non-wage payments shall be
20 comprised of interest and all penalties, including PAGA penalties and other penalties provided for
21 under the California Labor Code. The Settlement Administrator shall issue an IRS Form W-2 to
22 each Participating Class Member for the portion of each Individual Settlement Payment allocated
23 as wages and subject to all applicable tax withholdings. The Settlement Administrator shall issue
24 an IRS Form 1099 to each Participating Class Member for the portion of each Individual
25 Settlement Payment allocated as non-wage penalties and interest and not subject to payroll tax
26 withholdings. Each Individual PAGA Payment shall be allocated to settlement of claims for civil
27 penalties and shall not be subject to wage withholdings and will be reported on an IRS Form
28 1099. The Settlement Administrator shall calculate the amount of the Employer’s Share of

1 Payroll Taxes and shall remit and report the applicable portions of the payroll tax payment to the
2 appropriate taxing authorities in a timely manner. The payment of payroll taxes shall be paid
3 from the Maximum Settlement Amount.

4 iv. For any Individual Settlement Payment check returned as
5 undelivered that was directed to a Class Member whose Class Notice was also returned as
6 undelivered and for whom no new address was ascertained, no further steps need to be taken by
7 the Settlement Administrator with respect to such check. As to all other checks returned as
8 undelivered, the Settlement Administrator must perform address searches using available email
9 addresses, phone numbers, social security numbers, credit reports, LinkedIn, and Facebook. The
10 Settlement Administrator must re-mail checks to any new addresses ascertained thereby within
11 three (3) business days of the return of the check. In the event a re-mailed check is returned as
12 undelivered, no further postal mailing shall be required.

13 v. Individual Settlement Payment checks shall remain negotiable for
14 one hundred eighty (180) days from the date of the initial mailing. The Settlement Administrator
15 shall send a replacement check within three business days of a request by a Class Member that is
16 made prior to the void date stated on the original check, if the original check was lost or
17 misplaced, but not cashed. If an Individual Settlement Payment check remains uncashed after
18 one hundred eighty (180) days from the initial mailing, the Settlement Administrator shall re-
19 distribute the value of the uncashed checks, plus any interest that has accrued thereon, to those
20 Class Members who deposited or cashed their checks within one hundred eighty (180) days from
21 the initial mailing. The Settlement Administrator shall calculate the distribution of the second
22 mailing of checks as set forth in Paragraph 62(a)(i) above, only including those Class Members
23 who deposited or cashed their checks. For any portion of the Individual Settlement Payment
24 checks that remain uncashed after one hundred eighty (180) days from the second check mailing,
25 the Settlement Administrator shall distribute the value of the uncashed checks, plus any interest
26 that has accrued thereon, to Homeboy Industries, which provides job training and workforce
27 development to formerly gang-involved and previously incarcerated people, and Safe Place for
28 Youth (SPY), which is a nonprofit organization which advocates for and provides services to at-

1 risk youth, each of which will be awarded 50% of the cy pres award. The Settlement
2 Administrator shall void any tax documents issued to Participating Class Members who did not
3 cash their checks within one hundred eighty (180) days of the date of mailing. In such event, the
4 Participating Class Members shall nevertheless remain bound by the Settlement. Prior to the
5 Final Approval Hearing, the Parties shall provide the Court the total amount that will be payable
6 to Participating Class Members. The Parties also shall request that the Court set a date for the
7 Parties to report to the Court the total amount that was actually paid to Participating Class
8 Members. After the report is received, the Court shall amend the judgment to direct that the value
9 of the uncashed checks, plus any interest that has accrued thereon, be paid to the cy pres
10 recipients, as set forth above.

11 vi. All monies received by Participating Class Members under the
12 Settlement which are attributable to wages shall constitute income to such Participating Class
13 Members solely in the year in which such monies actually are received by the Participating Class
14 Members. It is expressly understood and agreed that the receipt of Individual Settlement
15 Payments shall not entitle any Participating Class Member to additional compensation or benefits
16 under any collective bargaining agreement or under any bonus, contest or other compensation or
17 benefit plan or agreement in place during the period covered by the Settlement, nor shall it entitle
18 any Participating Class Member to any increased pension and/or retirement, or other deferred
19 compensation benefits. It is the intent of the Parties that Individual Settlement Payments
20 provided for in this Stipulation are the sole payments to be made by Defendants to Participating
21 Class Members and/or Aggrieved Employees in connection with this Settlement, with the
22 exception of Plaintiffs, and that the Participating Class Members are not entitled to any new or
23 additional compensation or benefits as a result of having received the Individual Settlement
24 Payments. Furthermore, the receipt of Individual Settlement Payments by Participating Class
25 Members shall not, and does not, by itself establish any general, special, or joint employment
26 relationship between and among the Participating Class Member(s) and Defendants.

27 b. Class Representative Service Awards. Subject to Court approval, Plaintiffs
28 Arlis Villalta and Erika Gil shall be paid a Class Representative Service Award not to exceed

1 Twenty Thousand Dollars (\$20,000.00) each and Plaintiff Kattya Zavala shall be paid a Class
2 Representative Award not to exceed Ten Thousand Dollars (\$10,000.00), or any lesser amount as
3 awarded by the Court, for their time and effort in bringing and presenting the Action and for
4 releasing the Released Claims. Defendants shall not oppose or object to Plaintiffs' request for
5 Class Representative Service Awards in an amount not to exceed Twenty Thousand Dollars
6 (\$20,000.00) each to Plaintiffs Arlis Villalta and Erika Gil, and Ten Thousand Dollars
7 (\$10,000.00) to Plaintiff Kattya Zavala. The Settlement Administrator shall issue an IRS
8 Form 1099 to Plaintiffs for their Class Representative Service Awards. Plaintiffs shall be solely
9 and legally responsible to pay any and all applicable taxes on their Class Representative Service
10 Awards and shall hold harmless Defendants, Class Counsel and Defense Counsel from any claim
11 or liability for taxes, penalties, or interest arising as a result of payment of the Class
12 Representative Service Awards. The Class Representative Service Awards shall be made in
13 addition to Plaintiffs' Individual Settlement Payments. Any amount requested by Plaintiffs for
14 the Class Representative Service Award and not awarded by the Court shall become part of the
15 Net Settlement Amount and shall be distributed to Participating Class Members as part of their
16 Individual Settlement Payments.

17 c. Attorneys' Fees and Costs. Subject to Court approval, Class Counsel shall
18 be entitled to receive reasonable attorneys' fees in an amount not to exceed One Million Seven
19 Hundred and Twenty Thousand Dollars (\$1,720,000.00), which equals 40% of the Maximum
20 Settlement Amount. In addition, subject to Court approval, Class Counsel shall be entitled to an
21 award of costs not to exceed Four Hundred and Fifty Thousand Dollars (\$450,000.00) for Class
22 Counsel's prosecution of the Action. Class Counsel shall provide the Settlement Administrator
23 with a properly completed and signed IRS Form W-9 in order for the Settlement Administrator to
24 process the Attorneys' Fees and Costs approved by the Court. Defendants shall not oppose or
25 object to Plaintiffs' request for an award of attorneys' fees in an amount not to exceed One
26 Million Seven Hundred and Twenty Thousand Dollars (\$1,720,000.00) and request for an award
27 of costs in an amount not to exceed Four Hundred and Fifty Thousand Dollars (\$450,000.00). In
28 the event the Court awards Class Counsel less than One Million Seven Hundred and Twenty

1 Thousand Dollars (\$1,720,000.00) in attorneys' fees or less than Four Hundred and Fifty
2 Thousand Dollars (\$450,000.00) in costs, the difference shall become part of the Net Settlement
3 Amount and shall be distributed to Participating Class Members as part of their Individual
4 Settlement Payments. Class Counsel shall be solely and legally responsible to pay all applicable
5 taxes on the Attorneys' Fees and Costs. The Settlement Administrator shall issue an IRS
6 Form 1099 to Class Counsel for the Attorneys' Fees and Costs. This Settlement is not
7 conditioned upon the Court awarding Class Counsel any particular amount of attorneys' fees or
8 costs.

9 d. PAGA Payment. Two Hundred Fifteen Thousand Dollars (\$215,000.00)
10 from the Maximum Settlement Amount shall be allocated as penalties under PAGA, of which
11 One Hundred Sixty One Thousand Two Hundred and Fifty Dollars (\$161,250.00) shall be paid by
12 the Settlement Administrator directly to the LWDA. The remaining Fifty Three Thousand Seven
13 Hundred and Fifty Dollars (\$53,750.00) shall be distributed to Aggrieved Employees as part of
14 their Individual Settlement Payments.

15 e. Settlement Administration Costs. The Settlement Administration fees and
16 expenses, which are estimated not to exceed Thirty-Six Thousand Dollars (\$36,000.00), shall be
17 paid from the Maximum Settlement Amount. Prior to Plaintiffs filing a motion for final approval
18 of the Settlement, the Settlement Administrator shall provide the Parties with a statement
19 detailing the Settlement Administration Costs to date. The Parties agree to cooperate in the
20 Settlement Administration process and to make all reasonable efforts to control and minimize
21 Settlement Administration Costs.

22 i. The Parties represent they do not have any financial interest in the
23 Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
24 could create a conflict of interest.

25 ii. The Settlement Administrator shall keep the Parties timely apprised
26 of the performance of all Settlement Administrator responsibilities required by the Settlement.
27 The Settlement Administrator shall be authorized to establish a QSF pursuant to IRS rules and
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1 regulations in which the Maximum Settlement Amount shall be placed and from which payments
2 required by the Settlement shall be made.

3 55. Final Settlement Approval Hearing and Entry of Judgment. Following expiration
4 of the Response Deadline, a Final Approval Hearing shall be conducted to determine whether to
5 grant final approval of the Settlement, including determining the amounts properly payable for:
6 (i) the Attorneys' Fees and Costs; (ii) the Class Representative Service Awards; and (iii) the
7 PAGA payment. Prior to the Final Approval Hearing, the Settlement Administrator shall provide
8 a written report or declaration to the Parties describing the process and results of the
9 administration of the Settlement to date, which report or declaration shall be filed by Plaintiffs
10 with the Court prior to the Final Approval Hearing. If the Court grants final approval of the
11 Settlement, the Settlement Administrator shall post notice of final judgment on its website within
12 seven (7) calendar days of entry of the Judgment.

13 56. Nullification of Settlement. In the event that the Effective Date does not occur,
14 this Settlement shall be treated as void from the beginning and this Stipulation and any documents
15 related to it shall not be used by any Class Member or Class Counsel to support any claim or
16 request for class certification in the Action, and shall not be used in any other civil, criminal or
17 administrative action against Defendants or any of the other Released Parties. In the event an
18 appeal is filed from the order granting final approval or Judgment, or any other appellate review
19 is sought, administration of the Settlement shall be stayed pending final resolution of the appeal
20 or other appellate review. Any fees incurred by the Settlement Administrator prior to it being
21 notified of the filing of an appeal from the Judgment, or any other appellate review, shall be paid
22 by Defendants to the Settlement Administrator.

23 57. No Admission by Defendants. Defendants deny all claims alleged in this Action
24 and deny all wrongdoing whatsoever by Defendants. Neither this Stipulation, nor any of its terms
25 and conditions, nor any of the negotiations connected with it, is a concession or admission, and
26 none shall be used against Defendants as an admission or indication with respect to any claim of
27 any fault, concession, or omission by Defendants. The Parties agree that this Stipulation shall not
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1 be admissible in this or any other proceeding as evidence that either Defendants are liable to
2 Plaintiffs or any Class Member, other than according to the terms of this Stipulation.

3 58. Exhibits and Headings. The terms of this Stipulation include the terms set forth in
4 any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
5 The Exhibits to this Stipulation are an integral part of the Settlement. The descriptive headings of
6 any paragraphs or sections of this Stipulation are inserted for convenience of reference only.

7 59. Interim Stay of Action. The Parties agree to stay and to request that the Court stay
8 all proceedings in the Action, except such proceedings necessary to implement and complete the
9 Settlement and enter the Judgment. The Parties further stipulate and agree, pursuant to Code of
10 Civil Procedure section 583.330(a), to extend the time within which to bring the Action to trial
11 pursuant to Code of Civil Procedure section 583.310 through 583.360, by that period of time from
12 the date of acceptance of the settlement officer/mediator's proposal, May 14, 2021, to the date of
13 Final Approval, and that said period of time shall not be included in the computation of the five-
14 year period specified in Code of Civil Procedure section 583.310.

15 60. Amendment or Modification. This Stipulation may be amended or modified only
16 by a written instrument signed by counsel for all Parties or their successors-in-interest and
17 approved by the Court.

18 61. Entire Agreement. This Stipulation and any attached Exhibits constitute the entire
19 agreement between the Parties, and no oral or written representations, warranties, or inducements
20 have been made to Plaintiffs or Defendants concerning this Stipulation or its Exhibits other than
21 the representations, warranties, and covenants contained and memorialized in this Stipulation and
22 its Exhibits. No other prior or contemporaneous written or oral agreements may be deemed
23 binding on the Parties.

24 62. Authorization to Enter into Settlement Agreement. Class Counsel and Defense
25 Counsel warrant and represent they are expressly authorized by the Parties whom they represent
26 to negotiate this Stipulation and to take all appropriate actions required or permitted to be taken
27 by such Parties pursuant to this Stipulation to effectuate its terms, and to execute any other
28 documents required to effectuate the terms of this Stipulation. The Parties, Class Counsel and

1 Defense Counsel shall cooperate with each other and use their best efforts to effect the
2 implementation of the Settlement. In the event the Parties are unable to reach agreement on the
3 form or content of any document needed to implement the Settlement, or on any supplemental
4 provisions that may become necessary to effectuate the terms of this Settlement, the Parties may
5 seek the assistance of the Court to resolve such disagreement. The person(s) signing this
6 Stipulation on behalf of Defendants represents and warrants that he/she/they is/are authorized to
7 sign this Stipulation on behalf of Defendants. Plaintiffs represent and warrant that they are
8 authorized to sign this Stipulation and that they have not assigned any claim, or part of a claim,
9 covered by this Settlement to a third-party. The Parties have cooperated in the drafting and
10 preparation of this Stipulation. Hence, in any construction made of this Stipulation, the same
11 shall not be construed against any of the Parties.

12 63. Binding on Successors and Assigns. This Stipulation shall be binding upon, and
13 inure to the benefit of, the successors and assigns of the Parties.

14 64. California Law Governs. All terms of this Stipulation and the Exhibits hereto shall
15 be governed by and interpreted according to the laws of the State of California, without giving
16 effect to any law that would cause the laws of any jurisdiction other than the State of California to
17 be applied.

18 65. Counterparts. This Stipulation may be executed in one or more counterparts. All
19 executed counterparts and each of them shall be deemed to be one and the same instrument. The
20 parties further agree that DocuSign may be used in executing this Stipulation.

21 66. Jurisdiction of the Court. Following entry of the Judgment, the Court shall retain
22 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of
23 this Stipulation and all orders and judgments entered in connection therewith, and the Parties,
24 Class Counsel and Defense Counsel submit to the jurisdiction of the Court for purposes of
25 interpreting, implementing, and enforcing the Settlement embodied in this Stipulation and all
26 orders and judgments entered in connection therewith.

27 67. Invalidity of Any Provision. Before declaring any term or provision of this
28 Stipulation invalid, the Parties request that the Court first attempt to construe the terms or

1 provisions valid to the fullest extent possible consistent with applicable precedents so as to define
2 all provisions of this Stipulation as valid and enforceable.

3 68. Binding Nature of Notice of Class Action Settlement. It is agreed that because the
4 Class Members are so numerous, it is impossible or impractical to have each Class Member
5 execute the Stipulation. The Class Notice shall advise all Class Members of the binding nature of
6 the Settlement, and the release of Released Claims and shall have the same force and effect as if
7 this Stipulation were executed by each Participating Class Member and Aggrieved Employees.

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Dated: _____, 2022

Plaintiff Arlis Villalta

Dated: _____, 2022

Plaintiff Erika Gil

Dated: _____, 2022

Plaintiff Katty Zavala

Dated: _____, 2022

Defendant Leonardo Lopez

Dated: _____, 2022

Leonardo M. Lopez
Defendant Leonardo's Restaurant, Inc.

Dated: _____, 2022

Leonardo M. Lopez
Defendant Leba, Inc.

1 Dated: _____, 2022

Leonardo M. Lopez
Defendant El Leon Restaurant, Inc.

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5 Dated: _____, 2022

Leonardo M. Lopez
Defendant Leolo, Inc.

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9 Dated: _____, 2022

Leonardo M. Lopez
Defendant Fermax, Inc.

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12 Dated: _____, 2022

Fernando Lopez
Defendant La Noria Entertainment, Inc.

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14 Approved as to form and content:

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16 DATED: _____, 2022

Matern Law Group, PC
Dalia Khalili
Attorney for Plaintiffs

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20 DATED: _____, 2022

Prata & Daley LLP
Robert J. Prata
Attorney for Defendants

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7 this Stipulation were executed by each Participating Class Member and Aggrieved Employees.

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Dated: 8/4 _____, 2022 
[Arlis Villalta \(Aug 4, 2022 19:15 PDT\)](#)
Plaintiff Arlis Villalta

Dated: _____, 2022 _____
Plaintiff Erika Gil

Dated: _____, 2022 _____
Plaintiff Kattya Zavala

Dated: _____, 2022 _____
Defendant Leonardo Lopez

Dated: _____, 2022 _____
Leonardo M. Lopez
Defendant Leonardo's Restaurant, Inc.

Dated: _____, 2022 _____
Leonardo M. Lopez
Defendant Leba, Inc.

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5 execute the Stipulation. The Class Notice shall advise all Class Members of the binding nature of
6 the Settlement, and the release of Released Claims and shall have the same force and effect as if
7 this Stipulation were executed by each Participating Class Member and Aggrieved Employees.

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Dated: _____, 2022

Plaintiff Arlis Villalta

Dated: 04 agosto _____, 2022

Erika Gil (Aug 4, 2022 20:40 PDT)

Plaintiff Erika Gil

Dated: _____, 2022

Plaintiff Katty Zavala

Dated: _____, 2022

Defendant Leonardo Lopez

Dated: _____, 2022

Leonardo M. Lopez
Defendant Leonardo's Restaurant, Inc.

Dated: _____, 2022

Leonardo M. Lopez
Defendant Leba, Inc.

1 provisions valid to the fullest extent possible consistent with applicable precedents so as to define
2 all provisions of this Stipulation as valid and enforceable.

3 68. Binding Nature of Notice of Class Action Settlement. It is agreed that because the
4 Class Members are so numerous, it is impossible or impractical to have each Class Member
5 execute the Stipulation. The Class Notice shall advise all Class Members of the binding nature of
6 the Settlement, and the release of Released Claims and shall have the same force and effect as if
7 this Stipulation were executed by each Participating Class Member and Aggrieved Employees.

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Dated: _____, 2022

Plaintiff Arlis Villalta

Dated: _____, 2022

Plaintiff Erika Gil

Dated: 08/04/22, 2022
Katty Zavala
Katty Zavala (Aug 4, 2022 15:49 PDT)

Plaintiff Katty Zavala

Dated: _____, 2022

Defendant Leonardo Lopez

Dated: _____, 2022

Leonardo M. Lopez
Defendant Leonardo's Restaurant, Inc.

Dated: _____, 2022

Leonardo M. Lopez
Defendant Leba, Inc.

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9 Dated: _____, 2022

10 Plaintiff Arlis Villalta

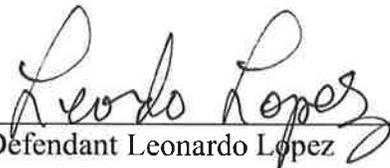
11
12 Dated: _____, 2022

13 Plaintiff Erika Gil

14
15 Dated: _____, 2022

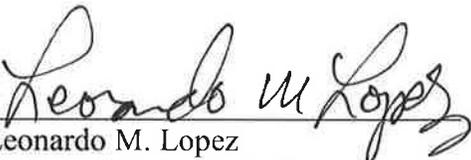
16 Plaintiff Kattya Zavala

17
18 Dated: 8/4/ _____, 2022



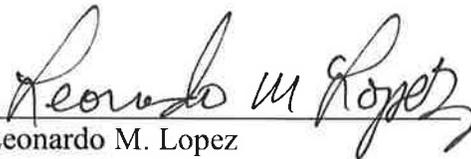
19 Defendant Leonardo Lopez

20
21 Dated: 8/4/ _____, 2022



22 Leonardo M. Lopez
23 Defendant Leonardo's Restaurant, Inc.

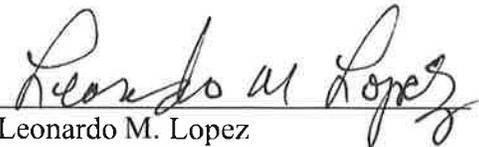
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25 Dated: 8/4/ _____, 2022



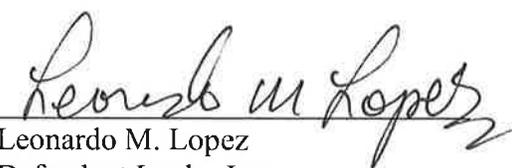
26 Leonardo M. Lopez
27 Defendant Leba, Inc.

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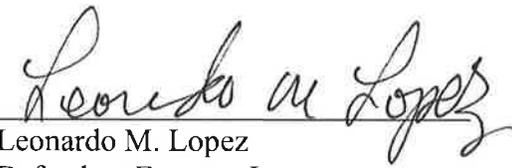
Dated: 8/4/, 2022


Leonardo M. Lopez
Defendant El Leon Restaurant, Inc.

Dated: 8/4/, 2022


Leonardo M. Lopez
Defendant Leolo, Inc.

Dated: 8/4/, 2022


Leonardo M. Lopez
Defendant Fermax, Inc.

Dated: _____, 2022

Fernando Lopez
Defendant La Noria Entertainment, Inc.

Approved as to form and content:

DATED: _____, 2022

Matern Law Group, PC
Dalia Khalili
Attorney for Plaintiffs

DATED: _____, 2022

Prata & Daley LLP
Robert J. Prata
Attorney for Defendants

1 Dated: _____, 2022

Leonardo M. Lopez
Defendant El Leon Restaurant, Inc.

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Leonardo M. Lopez
Defendant Leolo, Inc.

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9 Dated: _____, 2022

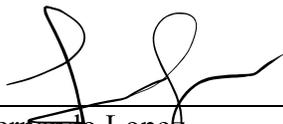
Leonardo M. Lopez
Defendant Fermax, Inc.

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13 Dated: **August 4**, 2022



Fernando Lopez
Defendant La Noria Entertainment, Inc.

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17 Approved as to form and content:

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21 DATED: _____, 2022

Matern Law Group, PC
Dalia Khalili
Attorney for Plaintiffs

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26 DATED: _____, 2022

Prata & Daley LLP
Robert J. Prata
Attorney for Defendants

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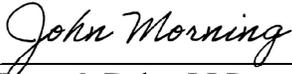
Fernando Lopez
Defendant La Noria Entertainment, Inc.

Approved as to form and content:

DATED: _____, 2022

Matern Law Group, PC
Dalia Khalili
Attorney for Plaintiffs

DATED: August 4, 2022



Prata & Daley LLP
Robert J. Prata
John F. Morning
Attorney for Defendants