PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT

This Private Attorneys General Act Settlement Agreement and Release (the "Agreement") is made by and between Omar Sonda ("Sonda"), Ian Zaldana-Terauds ("Zaldana") and Jose Trejo ("Trejo") (collectively, "Plaintiffs"), on behalf of themselves and each of the other alleged "Aggrieved Employees," as defined herein, on the one hand, and Mastro's Restaurants, LLC, Mastro's OC LA, LLC, Mastro's Mason SFO Restaurant, LLC, Mastro's OC FIG LA, Inc., Landry's Management, L.P., Landry's Management, Inc., Landry's, LLC (f/k/a Landry's Inc.), and Landry's Payroll, Inc. ("Defendants") on the other hand. Plaintiffs and Defendants are referred to hereafter collectively as the "Parties" and each a "Party." Through this Agreement the Parties hereby resolve the actions entitled Omar Sonda, individually and on behalf of all other aggrieved employees, Plaintiff v. Mastro's Restaurants, LLC, a Nevada limited liability company; and DOES 1 through 50, inclusive, Defendants, Los Angeles Superior Court Case No. 20STCV14661 and Jose Trejo and Ian Zaldana-Terauds, as aggrieved employees pursuant to the Private Attorneys General Act ("PAGA"), on behalf of the State of California and other aggrieved employees, Plaintiffs v. Mastro's Restaurants, LLC, a Nevada limited liability company; Mastro's OC LA, LLC, a Delaware limited liability company; Mastro's Mason SFO Restaurant, LLC, a Delaware limited liability company; Landry's Management, L.P., a Delaware limited partnership; Landry's Payroll, Inc., a Texas corporation; and Does 1 through 10, inclusive, Defendants, Los Angeles Superior Court Case No. 20STCV38899 (the "Actions").

1. DEFINED TERMS

In addition to the defined terms referenced above, as used herein, the following terms are defined as:

1.1 The term "Aggrieved Employees" means all current and former non-exempt employees who are or were employed by Mastro's Restaurants, LLC, Mastro's OC LA, LLC, Mastro's Mason SFO Restaurant, LLC, and/or Mastro's OC FIG LA, Inc. in the State of California at any time during the Settlement Period.

1.2 The term "Attorneys' Fees and Cost Award" means the amount authorized by the Court to be paid to PAGA Counsel for the services they have rendered and expenses they have incurred in prosecuting the Actions.

1.3 The term "Court" as used herein means the Superior Court of Los Angeles.

1.4 The term "Effective Date" will be the last to occur of the following: (a) the date that the Court's order approving the Settlement is not subject to further judicial review; or (b) if an appeal, review, or writ is sought from the Court's order granting approval of the Settlement, the day after such order is affirmed, and/or the appeal, review, writ, or order is no longer subject to further judicial review. At no time will Defendants have any obligation to fund the Settlement, in whole or in part, until after this Effective Date.

1.5 The term "Gross Settlement Fund" means an amount not to exceed One Million, Three Hundred Fifty-Five Thousand Dollars and Zero Cents ($1,355,000.00) that will be used to fund the Qualified Settlement Fund. The Gross Settlement Fund includes all Individual PAGA

Payments, the Attorneys' Fees and Cost Award, the Settlement Administration Costs, and the PAGA Payment made to the Labor and Workforce Development Agency ("LWDA").

1.6 The term "Individual PAGA Payment" means the amount to be paid to an Aggrieved Employee pursuant to Section 6 of this Agreement.

1.7 The term "Net Settlement Proceeds" means the funds from the Qualified Settlement Fund available to be distributed to Aggrieved Employees under this Agreement after payment of the Attorneys' Fees and Cost Award, the Settlement Administration Costs, and the PAGA Payment made to the LWDA.

1.8 The term "PAGA Counsel" means Matern Law Group, PC and Capstone Law APC.

1.9 The term "PAGA Letters" means the letters submitted to the LWDA by Sonda, dated February 10, 2020 and July 23, 2024, the letter submitted to the LWDA by Zaldana-Terauds, dated August 4, 2020, the letter submitted to the LWDA by Trejo, dated August 4, 2020, and any subsequent letter submitted to the LWDA on behalf of Sonda or Trejo.

1.10 The term "PAGA Payment" means the net amount to be paid by the Settlement Administrator to the LWDA and Aggrieved Employees after deduction of Settlement Administration Costs and the Attorneys' Fees and Costs Award from the Gross Settlement Fund, in full satisfaction of the Released Claims as defined below. Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Payment will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) will be paid to all Aggrieved Employees. This PAGA Payment is made pursuant to Labor Code §2699(i).

1.11 The term "Pay Periods" means the number of pay periods during which an Aggrieved Employee worked at least one day during the Settlement Period as determined by the Settlement Administrator.

1.12 "Qualified Settlement Fund" shall be the fund established and administered by the Settlement Administrator pursuant to Internal Revenue Code Section 1.468B-1 in connection with the Settlement.

1.13 The term "Settlement" means the settlement described in this Agreement.

1.14 The term "Settlement Administration Costs" means all Settlement Administrator fees and costs incurred in administering the Settlement.

1.15 The term "Settlement Administrator" means Apex Class Action LLC, the firm that the Parties mutually agree shall be responsible for the administration of the Settlement, pursuant to the terms of this Agreement.

1.16 The term "Settlement Period" means the following time period: February 10, 2019 to July 1, 2024.

1.17 The term "Sonda Arbitration Action" means Sonda's individual PAGA claim pending in arbitration with JAMS, Reference No. 5220001928.

1.18 The term "Trejo Arbitration Action" means Trejo's individual PAGA claim pending in arbitration with JAMS, Reference No. 5220001587.

2. SCOPE, PURPOSE, AND BENEFITS OF THE SETTLEMENT

2.1 As detailed below, this Agreement establishes a procedure to resolve all claims for penalties, attorneys fees, costs, and interest under PAGA arising out of or in any way relating to the facts giving rise to the claims in the Actions, the Sonda Arbitration Action, the Trejo Arbitration Action, and/or the PAGA Letters, directly or indirectly, or claims that they have alleged or that could have been alleged based on the facts alleged in the Actions, the Sonda Arbitration Action, the Trejo Arbitration Action, and/or the PAGA Letters. The Parties believe that continued litigation would be protracted, expensive, uncertain, and contrary to their best interests. In light of these realities, the Parties believe that this Settlement is the best way to resolve the disputes between them.

2.2 The Parties believe this Agreement constitutes a fair, adequate, and reasonable settlement of the Actions and have arrived at this Agreement in arms-length negotiations, following a mediation before mediator Monique Ngo-Bonnici, Esq., taking into account all relevant factors, present and potential, and will so represent to the Court. This Settlement was reached after extensive discovery and negotiations. In addition, the Parties have conducted significant investigation of the facts and law concerning the Actions. The Parties have also investigated the applicable law as applied to the facts discovered regarding the alleged claims of Plaintiffs and potential defenses thereto, and the civil penalties claimed by Plaintiffs.

3. JURISDICTION

The Court has jurisdiction over the Parties and the subject matter of this dispute. The Actions include claims that, while Defendants deny them in their entirety, would, if proven, authorize the Court to grant relief pursuant to the California laws cited therein. If the Settlement is approved, the Court will retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

4. STATEMENT OF NO ADMISSION

4.1 The Parties agree that this Agreement reflects their good faith compromise of the claims raised by Plaintiffs, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel. This Agreement does not constitute, is not intended to constitute, and will not be deemed to constitute, an admission of liability by

Defendants as to the merits, validity, or accuracy of any of the allegations or claims made against them in the Actions.

4.2 Neither this Agreement, nor any action taken or made in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the negotiations leading to the Agreement, is intended by the Parties (nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding) as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, the Agreement may be used in any proceeding that has as its purpose the interpretation, implementation, or enforcement of the Agreement or any orders or judgments of the Court entered into in connection therewith.

4.3 Evidence produced or created by the Parties in connection with the Settlement procedure do not constitute, are not intended to constitute, and will not be deemed to constitute, an admission by Defendants of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.

4.4 In the event that this Settlement is not approved by the Court, is terminated, or otherwise fails to be enforceable, Defendants will not be deemed to have waived, limited, or affected in any way any of their objections or defenses in the Actions.

5. <u>WAIVER, RELEASE, AND DISMISSAL</u>

5.1 <u>Release and Waiver of Claims by Aggrieved Employees</u>. Upon funding of the Gross Settlement Fund, all Aggrieved Employees, and their successors, assigns, and/or agents, shall be deemed to have fully and finally released and discharged Mastro's Restaurants, LLC, Mastro's OC LA, LLC, Mastro's Mason SFO Restaurant, LLC, Mastro's OC FIG LA, Inc., Landry's Management, L.P., Landry's Management, Inc., Landry's Payroll, Inc., and Landry's, LLC (f/k/a Landry's Inc.), and each of their past or present officers, directors, employees, agents, members, shareholders, owners, principals, heirs, trustees, fiduciaries, administrators, representatives, partners, attorneys, accountants, auditors, consultants, insurers and reinsurers, assigns, successors and predecessors in interest, subsidiaries, affiliates, related entities, and parent companies, jointly and severally (collectively, the "Released Parties"), from the "Released Claims." For purposes of this Agreement, the "Released Claims" are defined as all claims for penalties, attorneys fees, costs or interest recoverable under PAGA arising out of or in any way relating to the circumstances giving rise to any of the claims in the Actions, the Sonda Arbitration Action, the Trejo Arbitration Action, and/or the PAGA Letters, directly or indirectly, or claims that have been alleged or that could have been alleged based on the facts or claims alleged in the Actions, the Sonda Arbitration Action, the Trejo Arbitration Action, and/or the PAGA Letters, predicated upon the alleged failure of Defendants to comply with or provide Aggrieved Employees with compensation or penalties as required by state law, including claims and potential claims for penalties recoverable under PAGA concerning: the failure to pay wages, including failure to pay minimum wages, regular wages, straight time compensation, overtime compensation, and double-time compensation; failure to pay reporting time pay; rounding;

alteration and/or manipulation of time records; on-call or standby shifts; off-the-clock work; the calculation of the regular rate of pay; failure to pay overtime, double time, meal and rest period premiums, and sick pay at the regular rate of pay; the failure to provide compliant meal periods and/or meal premiums or compensation; alleged on-duty meal periods; any alleged requirement to remain on premises for meal periods and rest periods; the failure to provide compliant rest periods and/or rest period premiums or compensation; the failure to timely pay all wages owed during employment; the failure to timely pay all wages owed upon separation of employment; the failure to provide accurate or compliant itemized wage statements; the failure to maintain any required records, including complete and accurate payroll records; the failure to indemnify employees for necessary expenditures and/or losses incurred from the discharge of their duties; unlawful deductions from employee wages; failure to provide suitable seating; unlawful requirement for release of claims as a condition to receiving wages; failure to provide written notice of information material to employment; failure to provide all gratuities; tip pooling; failure to pay vacation wages; failure to pay sick pay; waiting time penalties; any and all potential claims for penalties recoverable under PAGA predicated upon Labor Code §§ 200, 201, 201.3, 202, 203, 204, 206, 206.5, 210, 218.5, 218.6, 221, 223, 225.5, 226, 226.2, 226.3, 226.6, 226.7, 227, 227.3, 233, 234, 246, 246.5, 247, 247.5, 248.5, 256, 350, 351, 352, 353, 354, 355, 356, 510, 512, 515, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 1199, 2698, 2699 et seq., 2800, 2802, 2804, 2810.5, any duplicative or similar provisions arising under the Wage Orders of the California Industrial Welfare Commission, California Code of Regulations Title 8, Sections 11040 and 11050; and any other PAGA penalty claims whatsoever alleged in the Actions, whether known or unknown, from and including February 10, 2019 up to and including the date the Court approves the Settlement.

6. COMPUTATION AND DISTRIBUTION OF PAYMENTS

6.1 Gross Settlement Fund. The Gross Settlement Fund of One Million, Three Hundred Fifty-Five Thousand Dollars and Zero Cents ($1,355,000.00) is on an all-in, non-reversionary basis to settle the Actions and to resolve all claims, penalties, attorneys' fees, costs, administrative fees, and interest. In no event shall Defendants be liable for more than One Million, Three Hundred Fifty-Five Thousand Dollars and Zero Cents ($1,355,000.00) as a result of this Settlement, and any of the attorneys' fees, costs, administrative fees, penalties, and sums specified in this Agreement shall be paid from this amount, except as otherwise specifically noted in this Agreement. For the time period of February 10, 2019 to July 1, 2024, the number of Aggrieved Employees is estimated to be approximately 3,566, and the number of Pay Periods is estimated to be approximately 103,586. In the event the number of Pay Periods exceeds 103,586 by more than two percent (*i.e.*, exceeds a total of 105,658) as of July 1, 2024, Defendants shall, at their discretion, agree to elect one of two possible options: (a) the first option is to increase the Gross Settlement Fund in an amount determined by dividing the value of the original Gross Settlement Fund ($1,355,000) by the total number of compensable Pay Periods (for example, if the Pay Periods exceed 105,658 by 342 Pay Periods, totaling 106,000 compensable Pay Periods, Defendants shall pay an additional $4,370.76 (*i.e.*, $1,355,000 divided by 106,000 ($12.78) multiplied by 342 Pay Periods) or (b) the second option is that Defendants may elect to close the Settlement Period at the end of the first Pay Period in which the Pay Periods exceed the 105,658 Pay Period limit. It is in Defendants' sole and absolute discretion whether to choose option (a) or (b) noted above. This Gross Settlement Fund amount of One

Million, Three Hundred Fifty-Five Thousand Dollars and Zero Cents ($1,355,000.00) has been agreed to by Plaintiffs and Defendants. It is expressly understood that if the Court awards less than the total amounts requested by PAGA Counsel to be awarded for attorneys' fees and costs, the difference in any such amounts will be included in the PAGA Payment.

6.2 Deposit of the Gross Settlement Fund Amount into the Qualified Settlement Fund. Defendants shall deposit the Gross Settlement Fund into the Qualified Settlement Fund within thirty (30) days after the Effective Date. At no time will Defendants have any obligation to make that deposit or otherwise fund the Settlement, in whole or in part, until after the Effective Date. All payments that that are required to be made pursuant to the Agreement shall be made from the Qualified Settlement Fund.

6.3 Distribution Formula. The Settlement Administrator shall distribute the PAGA Payment to the LWDA and Aggrieved Employees as described in this Section 6.3.

Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Payment will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) will be paid to all Aggrieved Employees.

The Parties have agreed that the Net Settlement Proceeds shall be divided up and paid to the Aggrieved Employees on a pro-rata basis based on the number of Pay Periods that each Aggrieved Employee worked during the Settlement Period divided by the total number of Pay Periods worked by all Aggrieved Employees during the Settlement Period. The Settlement Administrator's determination of eligibility for, and the amounts of, any Individual PAGA Payments under the terms of this Agreement, shall be conclusive, final, and binding on all Aggrieved Employees, including Plaintiffs.

For tax purposes, all Individual PAGA Payments will constitute penalties and will be reported on an IRS Form-1099, which the Settlement Administrator will provide to Aggrieved Employees if necessary, as required by law. No person or entity shall have any claim against Defendants, Defendants' counsel, Plaintiffs, any Aggrieved Employees, PAGA Counsel, or the Settlement Administrator based upon distributions and payments made in accordance with this Agreement.

6.4 Distribution to the Aggrieved Employees. Individual PAGA Payments shall be paid out of the Net Settlement Proceeds pursuant to the Distribution Formula set forth in Section 6.3 of this Agreement.

Not later than forty-five (45) days following the Effective Date, Defendants shall send a list of all Aggrieved Employees to the Settlement Administrator containing: (1) name; (2) last known home address and telephone number; (3) number of Pay Periods as an Aggrieved Employee during the Settlement Period; and (4) social security number. This shall be known as the "Group List." Defendants shall transmit the Group List in Excel or similar format or other method as agreed to by the Parties in good faith as technology requires to transmit the data.

Not later than three (3) days following receipt of the Group List, the Settlement Administrator shall email the Parties confirming receipt of the Group List and stating the number of Aggrieved Employees and the number of Pay Periods included therein.

Not later than ten (10) days following receipt of the Group List, the Settlement Administrator shall cross-reference all the addresses provided in the Group List with the United States Postal Service NCOA database (which provides updated addresses for any individual who has moved in the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain current address information.

Not later than thirty (30) days following receipt of the total amount of the Gross Settlement Fund from Defendants, the Settlement Administrator shall make the following payments from those proceeds: (1) the Individual PAGA Payments; (2) the Attorneys' Fees and Cost Award; (3) the portion of the PAGA Payment to the LWDA; and (4) payment to the Settlement Administrator for administration of the Settlement.

The Settlement Administrator shall mail via U.S. First Class mail each Individual PAGA Payment to each Aggrieved Employee's last known address with directions to the Postmaster to deliver the checks to any applicable forwarding address and to return all undeliverable checks to the Settlement Administrator. The date of the initial mailing of the check shall be conclusively determined according to the records of the Settlement Administrator.

A letter substantially in the form of Exhibit "A" hereto, in English and Spanish, will be included in the mailing of each Aggrieved Employee's Individual PAGA Payment.

Individual PAGA Payments shall remain valid and negotiable for one hundred eighty (180) days from the date of their issuance. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than 180 days after issuance will be tendered to the California State Controller's Unclaimed Property Fund.

6.5 Attorneys' Fees and Costs. PAGA Counsel shall request, and Defendants will not oppose, an award of attorneys' fees of up to 33 1/3% of the Gross Settlement Fund or Four Hundred Fifty Thousand Dollars and Zero Cents ($450,000.00), and costs subject to court approval. PAGA Counsel shall be entitled to reimbursement for all actual costs incurred as approved by the Court. Any attorneys' fees approved and awarded by the Court as part of the shall be allocated as follows: 88% to Matern Law Group, PC and 12% to Capstone Law APC. Any costs and expenses approved and awarded by the Court shall be allocated among PAGA Counsel based upon PAGA Counsel's actual costs and expenses, as submitted to the Court. The Attorneys' Fees and Cost Award shall be binding on the Parties and shall not otherwise affect the validity of the Settlement. The Settlement Administrator shall issue IRS Forms 1099 to PAGA Counsel reflecting their respective shares of the awarded attorneys' fees, costs and expenses. Should Plaintiffs and/or PAGA Counsel request a lesser amount for attorneys' fees than stated above and/or the Court approve a lesser amount, the difference shall be added to the PAGA Payment for distribution to the LWDA and Aggrieved Employees in accordance with Section 6.3, and PAGA Counsel will not be permitted to void or cancel the Settlement as a result of any such reduction in attorneys' fees. In consideration of the Attorneys' Fees and Cost Award, PAGA Counsel waives all claims to any further attorneys' fees and expenses in connection with the litigation of the Actions. Plaintiffs, PAGA Counsel, and Aggrieved Employees shall assume full responsibility and liability for the payment of taxes due on such awards.

The Attorney's Fees and Cost Award shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney, or law firm for attorneys' fees, costs or expenses in the Actions incurred by any attorney on behalf of Plaintiffs and the Aggrieved Employees, and shall relieve the Released Parties and the Settlement Administrator of any other claims or liability to any other attorney or law firm for any attorneys' fees, costs and expenses to which any of them may claim to be entitled on behalf of Plaintiffs and/or the Aggrieved Employees.

6.6 Settlement Administrator. The estimate of costs of administration for the disbursement of the Gross Settlement Fund is up to $24,500.00. Any amount awarded for costs of administration to the Settlement Administrator less than $24,500.00 will result in the non-awarded amount being made part of the PAGA Payment, available for distribution to the LWDA and the Aggrieved Employees in accordance with Section 6.3. A Form 1099 – MISC, Box 7 shall be issued to the Settlement Administrator.

The Settlement Administrator shall calculate the portion of the PAGA Payment to be paid to the LWDA and the Individual PAGA Payments to be paid to the Aggrieved Employees in accordance with the terms and provisions of this Agreement; pay any applicable state and/or federal taxes; make payment to the LWDA and mail the Individual PAGA Payment checks to the Aggrieved Employees along with the letter substantially in the form of Exhibit "A," attached hereto; resolve any disputes regarding the calculation or application of the formula for determining the Individual PAGA Payments; issue 1099 forms; calculate and disburse any Attorneys' Fees and Cost Award and/or applicable taxes from the Gross Settlement Fund; and perform such other tasks necessary to effectuate the terms of this Agreement or as the Parties mutually agree or the Court orders the Parties to perform.

Any disputes relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the Court.

7. INTEREST

7.1 The Gross Settlement Fund includes any and all interest accruals and no additional interest shall be due under any circumstances.

8. TAXATION

8.1 Plaintiffs and, through PAGA Counsel, Aggrieved Employees represent and warrant that they understand that it is their sole obligation to pay appropriate federal, state, and local income taxes on any amounts they receive under this Agreement that lawfully qualify as taxable income.

8.2 Neither the Parties nor their respective counsel provide or purport to provide any tax advice to the Aggrieved Employees in connection with this Agreement or otherwise. The

Parties agree that they shall not rely upon any terms of this Agreement for the purpose of determining or avoiding federal, state, or local tax obligations.

9. COURT'S APPROVAL

9.1 The Parties agree that no later than ten (10) days after signing this Agreement, Plaintiffs will file a stipulation to consolidate the Actions and seek leave to file with the Court a consolidated complaint which (i) includes all claims set forth in Section 5.1 above and (ii) names Mastro's Restaurants, LLC; Mastro's OC FIG LA, Inc.; Mastro's OC LA, LLC; Mastro's Mason SFO Restaurant, LLC; Landry's Management, L.P.; Landry's Management, Inc., Landry's Payroll, Inc., and Landry's, LLC (f/k/a Landry's Inc.) as defendants, to the extent they are not already included.

9.2 The Parties agree that no later than five (5) days after the date of Court approval of the settlement in the Actions, Plaintiffs will file Requests for Dismissal with prejudice in their entirety in the Sonda Arbitration Action and the Trejo Arbitration Action. Pending approval of the Settlement, the Parties agree to stay the Sonda Arbitration Action and Trejo Arbitration Action, including any discovery or other deadlines therein, promptly notify JAMS of the Settlement and request to vacate any pending hearings or status conferences in the Sonda Arbitration Action and the Trejo Arbitration Action, such that no further invoice deposit will be issued to the Parties.

9.3 Plaintiffs will promptly move the Court for approval of the Settlement pursuant to Labor Code § 2699(l). The Parties agree to use their best efforts to obtain approval as quickly as possible, to the extent not inconsistent with the terms of this Agreement, and will not take any action adverse to each other in obtaining the Court's approval of the Agreement in all respects. The Parties agree to a stay of all trial court proceedings in the Actions, including but not limited to all pending deadlines (discovery or otherwise) that may currently apply to any party in the Actions. The Parties also agree that in the event the Court does not approve the Settlement, the Parties will work in good faith to amend the Settlement to comport with the Court's instructions.

9.4 In the event an appeal or petition for writ of mandamus is filed from the Court's order granting approval of the Settlement, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review.

10. PUBLICITY

The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the amount or terms of the Settlement. PAGA Counsel may respond to press inquiries by stating the matter has been resolved and refer the press to court filings. In addition, the Parties and their counsel agree that they will not engage in any advertising or distribute any marketing materials specifying any material terms relating to the Settlement of this case, including but not limited to any postings that mention or identify Defendants in any manner on any websites maintained by PAGA Counsel. No settlement administrator shall host nor publish any website in association with this Settlement. Any communication about the Settlement to Aggrieved

Employees prior to the Court-approved mailing will be limited to a statement that a settlement has been reached and the details will be communicated in a forthcoming Court-approved notice.

Plaintiffs are prohibited from discussing the terms of the Settlement with third parties other than (1) his immediate family members, (2) their accountants or lawyers as necessary for tax purposes, and (3) the California LWDA, DLSE or DIR. With regard to the status of the claims Plaintiffs made or could have made in the Actions, Plaintiffs may communicate to others only that the matter was resolved by mutual agreement, and that he is not free to comment upon the terms.

11. INAPPLICABILITY OF CALIFORNIA CIVIL PROCEDURE CODE SECTION 384

The Parties agree that California Civil Procedure Code ("CCP") section 384 is not applicable to the Gross Settlement Fund. Neither Plaintiffs nor PAGA Counsel shall take, or cause any other person to take, a position before the Court that CCP section 384 applies to the Gross Settlement Fund.

12. MISCELLANEOUS PROVISIONS

12.1 Headings. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

12.2 Interpretation of the Agreement. The Agreement will be interpreted and enforced under the laws of the State of California without regard to its conflict of law provisions.

12.3 Final Agreement. This Agreement constitutes the exclusive and final understanding and expression of all agreements between the Parties with respect to the resolution of the Actions and supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof. Plaintiffs, on Plaintiffs' own behalf and as representatives for the Aggrieved Employees, and Defendants enter into this Agreement based solely upon its terms and not in reliance upon any representations or promises other than those contained in this Agreement. The Agreement may be modified only by a writing signed by the Parties, or their successors, and approved by the Court.

12.4 Counterparts/Facsimile/Electronic. The Agreement may be executed in one or more actual, telecopied or electronic counterparts, all of which will be considered one and the same instrument and all of which will be considered duplicate originals. A signature on this Agreement delivered by facsimile or electronically shall be as legally binding as an original signature, although the Parties will provide original signatures to each other for their records.

12.5 Authority. Counsel for all Parties represent and warrant they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effectuate the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties shall seek the assistance of the Court to resolve such disagreement. The persons signing this Agreement on behalf of Defendants represents and warrants that they are authorized to sign this Agreement on behalf of Defendants.

12.6 No Effect on Employee Benefits. The Individual PAGA Payments paid to Plaintiffs and the Aggrieved Employees shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of Plaintiffs or any Aggrieved Employee. The payment of the Individual PAGA Payments does not represent any modification of Aggrieved Employees' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendants. Further, any Individual PAGA Payment shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendants.

12.7 No Injunctive Relief. Defendants shall not be required to enter into any consent decree, nor shall Defendants be required to agree to any provision for injunctive relief, or to modify or eliminate any of its personnel, compensation, or payroll practices, or adopt any new personnel, compensation, or payroll practices.

12.8 Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

12.9 Cooperation and Drafting. Each of the Parties has cooperated in the drafting and preparation of this Agreement. Hence, in any construction made to this Agreement, the same shall not be construed against any of the Parties.

12.10 Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

12.11 Defense. To the extent permitted by law, this Settlement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceedings that may be instituted, prosecuted, or attempted with respect to the Released Claims in breach of or contrary to this Settlement.

WHEREFORE, Plaintiffs, as representatives of themselves and Aggrieved Employees, and Defendants, have executed this Agreement as of the dates set forth below.

Dated: May 13, 2025 By Omar Sonda

Omar Sonda (May 13, 2025 11:49 PDT)

OMAR SONDA

Dated: __________, 2025 By ______________________________

JOSE TREJO

____

Dated: __________, 2025 By ______________________________

IAN ZALDANA-TERAUDS

____

Dated: 6/16/, 2025 By ______________________________

MASTRO'S RESTAURANTS, LLC
MASTRO'S MASON SFO RESTAURANT, LLC
MASTRO'S OC FIG LA, INC.
LANDRY'S MANAGEMENT, L.P.
LANDRY'S MANAGEMENT, INC.
LANDRY'S LLC (f/k/a LANDRY'S INC.)
DFC MANAGER, LLC (f/k/a MASTRO'S OC LA, LLC)
LANDRY'S PAYROLL, INC.

by ______________________________

Dated: ________, 2025 By

____
OMAR SONDA

Dated: 6,2 ________, 2025 By

Signed by:
A466446F8968403...
____
JOSE TREJO

Dated: 5,23 ________, 2025 By

____
IAN ZALDANA-TERAUDS

____

Dated: ________, 2025 By

____
MASTRO'S RESTAURANTS, LLC
MASTRO'S MASON SFO RESTAURANT, LLC
MASTRO'S OC FIG LA, INC.
LANDRY'S MANAGEMENT, L.P.
LANDRY'S MANAGEMENT, INC.
LANDRY'S LLC (f/k/a LANDRY'S INC.)
DFC MANAGER, LLC (f/k/a MASTRO'S OC LA, LLC)
LANDRY'S PAYROLL, INC.

by ______________________

ADDENDUM TO
PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT

Pursuant to Paragraph 12.3 of the Private Attorneys General Act Settlement Agreement by and between Plaintiffs Omar Sonda, Jose Trejo, and Ian Zaldana-Terauds ("Plaintiffs") and Defendants Mastro's Restaurants, LLC, Mastro's OC FIG LA, Inc., Mastro's OC LA, LLC, Mastro's Mason SFO Restaurant, LLC, Landry's Management, L.P., Landry's Management, Inc., Landry's, LLC (f/k/a Landry's Inc.), and Landry's Payroll, Inc. ("Defendants") (Plaintiffs and Defendants collectively, the "Parties") entered into on June 16, 2025 (the "Agreement"), the Parties, through their respective counsel of record, hereby modify the Agreement as follows:

The language at the end of Paragraph 5.1 ("Release and Waiver of Claims by Aggrieved Employees") of the Agreement which currently reads "and any other PAGA penalty claims whatsoever alleged in the Actions, whether known or unknown, from and including February 10, 2019 up to and including the date the Court approves the Settlement" is hereby amended to state "and any other PAGA penalty claims whatsoever alleged in the Actions, whether known or unknown, from and including February 10, 2019 up to and including July 1, 2024."

The amount of attorneys' fees stated within Paragraph 6.5 ("Attorneys' Fees and Costs") of the Agreement which currently reads "33 1/3% of the Gross Settlement Amount or Four Hundred Fifty Thousand Dollars and Zero Cents ($450,000)" is hereby amended to state "33 1/3% of the Gross Settlement Fund or Four Hundred Fifty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($451,666.67)."

DATED: Dec 17, 2025, 2025

Omar Sonda
Omar sonda (Dec 17, 2025 18:52:53 PST)
OMAR SONDA

DATED: ____________, 2025

____
JOSE TREJO

ADDENDUM TO PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT

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DATED: ____________, 2025 __________________________________

OMAR SONDA

DATED: 12 / 29, 2025

Signed by:

A4682A6F896B403...

JOSE TREJO

DATED: 1/16/2026, 2025

Signed by:

9DF7C8DFFB084EE...

TERAUDS

DATED: ____________, 2025

MASTRO'S RESTAURANTS, LLC
MASTRO'S MASON SFO RESTAURANT, LLC
MASTRO'S OC FIG LA, INC.
LANDRY'S MANAGEMENT, L.P.
LANDRY'S MANAGEMENT, INC.
LANDRY'S LLC (f/k/a LANDRY'S INC.)
DFC MANAGER, LLC (f/k/a MASTRO'S OC LA, LLC)
LANDRY'S PAYROLL, INC.

DATED: ____________, 2025

____
IAN ZALDANA-TERAUDS

DATED: 12/23/, 2025

____
MASTRO'S RESTAURANTS, LLC
MASTRO'S MASON SFO RESTAURANT, LLC
MASTRO'S OC FIG LA, INC.
LANDRY'S MANAGEMENT, L.P.
LANDRY'S MANAGEMENT, INC.
LANDRY'S LLC (f/k/a LANDRY'S INC.)
DFC MANAGER, LLC (f/k/a MASTRO'S OC LA, LLC)
LANDRY'S PAYROLL, INC.

EXHIBIT A

EXHIBIT A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

Re: Payment From *Sonda v. Mastro's Restaurants, LLC* and *Trejo, et al. v. Mastro's Restaurants, LLC*

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is a payment from the settlement of the lawsuits entitled Omar Sonda v. Mastro's Restaurants, LLC, Los Angeles County Superior Court Case No. 20STCV14661 and Jose Trejo, et al. v. Mastro's Restaurants, LLC, et al. (the "Actions").

The Actions were filed against Mastro's Restaurants, LLC, Mastro's OC FIG LA, Inc., Mastro's OC LA, LLC, Mastro's Mason SFO Restaurant, LLC, Landry's Management, L.P., Landry's Management, Inc., Landry's Payroll, Inc., and Landry's LLC (f/k/a Landry's Inc.) (collectively, "Defendants") pursuant to the California Labor Code Private Attorneys General Act of 2004, Cal. Labor Code § 2698 *et seq.* ("PAGA"). The claims were brought by former employees on behalf of the State of California and all current and former non-exempt, hourly employees who worked for Mastro's Restaurants, LLC, Mastro's OC LA, LLC, Mastro's Mason SFO Restaurant, LLC, and/or Mastro's OC FIG LA, Inc. in California at any time from February 10, 2019 through <<DATE>> ("Settlement Period"). You have been identified as one of the employees on whose behalf the case was brought.

The plaintiffs in the Actions claimed that Defendants owed penalties under PAGA for alleged violations of the California Labor Code related to the failure to pay wages, including failure to pay minimum wages, regular wages, straight time compensation, overtime compensation, and double-time compensation; failure to pay reporting time pay; rounding; alteration and/or manipulation of time records; on-call or standby shifts; off-the-clock work; the calculation of the regular rate of pay; failure to pay overtime, double time, meal and rest period premiums, and sick pay at the regular rate of pay; the failure to provide compliant meal periods and/or meal premiums or compensation; alleged on-duty meal periods; any alleged requirement to remain on premises for meal periods and rest periods; the failure to provide compliant rest periods and/or rest period premiums or compensation; the failure to timely pay all wages owed during employment; the failure to timely pay all wages owed upon separation of employment; the failure to provide accurate or compliant itemized wage statements; the failure to maintain any required records, including complete and accurate payroll records; the failure to indemnify employees for necessary expenditures and/or losses incurred from the discharge of their duties; unlawful deductions from employee wages; failure to provide suitable seating; unlawful requirement for release of claims as a condition to receiving wages; failure to provide written notice of information material to employment; failure to provide all gratuities; tip pooling; failure to pay vacation wages; failure to pay sick pay; waiting time penalties, and other employment practices between February 10, 2019 and <<DATE>>. The lawsuits sought civil penalties consisting of statutorily authorized amounts awarded on a per employee basis. Defendants deny that they did anything wrong or that they owe any penalties.

The Court has not ruled on the merits of the lawsuit but it has approved the civil penalties settlement amount to be paid by Defendants. A portion of that settlement amount goes to the State of California's Labor and Workforce Development Agency. Another portion of the settlement amount goes to the current and former employees who were allegedly affected by Defendants' wage-hour practices at issue in the case. In agreeing to this settlement, Defendants do not admit that they are liable in any way to their current or former employees for the alleged wage-and-hour violations.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties, which may be cashed until [180 days from date of mailing]. Funds attributable to any uncashed check will be sent to the State Controller's Unclaimed Property Fund in the name of the employee. The amount of your settlement check is based on the number of pay periods you worked for Defendants in California during the Settlement Period. The amount represents penalties and will be reported on an IRS Form 1099. If you have any questions regarding tax reporting or payment, you should contact a tax professional. You are not a party to this lawsuit, but you and the government are bound by the judgment in this matter as to civil penalties.

If you have any questions, you can contact the settlement administrator at:

Settlement Administrator
Address
Telephone Number

Very truly yours,

[Administrator]