

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (“Agreement”) is made by and between Plaintiffs Maria Milar and Maria Rodriguez (collectively, “Plaintiffs” and individually “Plaintiff”) for themselves and as representatives acting as proxies or agents of the LWDA, a State of California Executive Branch Agency and all Aggrieved Employees, and SOCAL FOOD GROUP, LP (“Defendant”). Plaintiffs and the Defendant are collectively referred to as the “Parties” and individually as the “Party.”

Capitalized terms used herein shall have the meanings set forth in Section 1 or elsewhere in this Agreement.

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, pursuant to section 2699 of the California Labor Code, that the Settlement of this Action shall be effectuated upon and subject to the following terms and conditions.

The Parties agree that the PAGA Claims (as defined in Section 1 below) shall be, and hereby are, ended, settled, resolved, and concluded without any admission of fault or liability on the part of the Defendant and by agreement of the Defendant to pay the gross settlement amount of Three Hundred Thirty Thousand Dollars and Zero Cents (\$330,000.00) as provided in Section 3 below upon the terms and conditions of this Agreement and for the consideration set forth herein.

DEFINITIONS

Section 1: Definitions

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

(a) “Action” means the civil action filed by Plaintiffs on April 27, 2021, in San Diego County Superior Court, Case Number 37-2021-00018665-CU-OE-CTL, titled *Maria Milar and Maria Rodriguez v. SOCAL FOOD GROUP, LP d/b/a Del Taco*. The term “Action” shall include any future amended complaints.

(b) “Agreement” means this Private Attorneys General Act Settlement Agreement and Release of Claims.

(c) “Aggrieved Employees” or “Aggrieved Employee” means all current and former employees of Defendant who worked for Defendant in California during the PAGA Period. Based on Defendant’s records, there are no more than a total of 13,200 pay periods.

(d) “Approval Order” means the signed [Proposed] Order for Judicial Approval of the Parties’ Private Attorneys General Act Settlement Agreement and Release of Claims.

(e) “Settlement Administrator” means Phoenix Settlement Administrators, the third-

party entity jointly selected by the Parties to perform all duties relating to the administration of the PAGA Settlement. The Parties agree that Phoenix Settlement Administrators shall be the Settlement Administrator subject to the Court's approval.

(f) "Complaint" means the complaint including any amendment thereto filed by Plaintiffs in the Action.

(g) "Court" means the Superior Court for the State of California, County of San Diego.

(h) "Defendant" or "the Defendant" means SOCAL FOOD GROUP, LP.

(i) "Defense Counsel" means:
Beth A. Kahn, Esq.
Keith Rossman, Esq.
Clark Hill LLP
555 South Flower Street, 24th Floor
Los Angeles, CA 90071

(j) "Effective Date" means the later of the following: (i) if no one intervenes to object to the Settlement, then the Effective Date shall be the date the Court grants approval of this Agreement by signing the [Proposed] Order for Judicial Approval of the Parties' Private Attorneys General Act Settlement Agreement and Release of Claims (which includes, without limitation, a dismissal with prejudice of the PAGA Claims)(the "Order") in accordance with the terms and conditions of this Agreement; (ii) if someone intervenes to object to the Settlement, then all of Defendant's obligations under this Agreement shall be stayed until the time for seeking appeal from, review of, or writ relating to the objection has passed, which date shall then be the Effective date if no appeal, review or writ is sought; or (iii) if an appeal, review or writ is sought, the date by which the final decision is made in any appeal, review or writ and the Order is no longer subject to further appellate challenges or procedures.

(k) "Aggrieved Employee Net Settlement Amount" means the sum that constitutes twenty-five percent (25%) of the Net Settlement Amount.

(l) "Aggrieved Employee Settlement Share" means the portion of the Aggrieved Employee Net Settlement Amount that shall be paid to each individual Aggrieved Employees per the terms and conditions of this Agreement, which shall be determined by the calculations provided in Section 7 of this Agreement.

(m) "Judgment" means the method by which the Court adopts and approves the terms of the Settlement, enters the Approval Order, and retains jurisdiction over its enforcement, implementation, construction, administration, and interpretation.

(n) "LWDA" means the State of California Labor and Workforce Development Agency, a State of California Executive Branch Agency.

(o) "LWDA Notice" means the notice that Plaintiffs sent to the LWDA on February

19, 2021 giving notice of their intent to pursue a representative PAGA action, on behalf of themselves, the State of California, and other allegedly aggrieved employees.

(p) “LWDA Net Settlement Amount” means the sum that constitutes seventy-five percent (75%) of the Net Settlement Amount.

(q) “Net Settlement Amount” means the amount remaining from the Settlement Sum after deducting Plaintiffs’ Counsel’s fees and litigation costs, Plaintiff’s enhancement awards, and the costs of the Settlement Administrator from the Settlement Sum.

(r) “Notice of PAGA Settlement” means the letter mutually agreed upon by the Parties and attached as Exhibit A hereto that will be sent by the Settlement Administrator to the Aggrieved Employees along with their Aggrieved Employee Settlement Share notifying them of the PAGA Settlement.

(s) “PAGA” means the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, et seq.

(t) “PAGA Claims” means any and all claims, demands, rights, liabilities, and/or causes of action for penalties pursuant to PAGA, Labor Code Section 2698 et seq., that were asserted in Plaintiffs’ LWDA Notice and/or the Action for alleged violation of Labor Code sections 201, 202, 203, 204, 218.6, 226, 226(a), (e), 226.3, 226.7, 510, 512, 512(a) 515(a), 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, et seq., 2699, 2699(f), (g)(1), 2699.3, 2802, and the applicable Industrial Welfare Commission Orders including, but not limited to, Order No. 5-2001.

(u) “PAGA Period” means at any time starting on and including February 19, 2020 up to and including October 5, 2022, or as provided in Section 3(b) of this Agreement.

(v) “Parties” means Plaintiffs and Defendant. “Party” refers to Plaintiffs or Defendant individually.

(w) “Plaintiffs’ Counsel” refers to:

Eric A. Grover, Esq.
Robert W. Spencer, Esq.
Keller Grover LLP
1965 Market Street
San Francisco, CA 94103

Robert Drexler, Esq.
Molly DeSario, Esq.
Helga Hakimi, Esq.
Jonathan Lee, Esq.
Capstone Law Group APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067

(x) “Released Parties” means the Defendant, and each and all of its respective current and former parents, subsidiaries, predecessors and successors, affiliates, corporate members, administrators, operators, shareholders, and their affiliated entities and each of their respective owners, officers, directors, employees, partners, shareholders, and agents, and any other successors, heirs, assigns, or legal representatives, any attorneys, insurers, claim representatives, and their future trustees, parent companies, subsidiaries, divisions, agents, employees, attorneys, representatives, consultants, insurers and reinsurers.

(y) “Settlement” means the complete disposition of the PAGA Claims and all related claims, demands, rights, promises, covenants, actions, suits, causes of action, obligations, debts, costs, expenses, attorney’s fees and costs, damages, penalties, fines, interest, injuries, compensation, judgments, orders and liabilities effectuated by this Agreement and Plaintiffs’ individual known and unknown claims including California Civil Code § 1542.

(z) “Settlement Sum” means the total gross settlement amount of Three Hundred Thirty Thousand Dollars and Zero Cents (\$330,000.00), or as provided in Section 3(b) of this Agreement, to be paid by the Defendant to fully and finally settle, resolve and conclude the PAGA Claims and Plaintiffs’ individual known and unknown claims including California Civil Code § 1542 releases and all related attorney’s fees and costs as provided under this Agreement, without any admission of fault or liability.

NATURE OF ACTION

Section 2: Background

(a) On February 19, 2021, Plaintiffs sent notice to the LWDA of their intent to pursue a representative PAGA action, on behalf of themselves, the State of California and other allegedly aggrieved employees.

(b) On April 27, 2021, Plaintiffs initiated the Action. The Action was brought on an individual basis and on a representative basis under PAGA. The Action contains a representative claim on behalf of Plaintiffs, the State of California and other allegedly aggrieved employees under PAGA based on alleged violations of the California Labor Code.

(c) Plaintiffs’ PAGA claim alleges that the Defendant failed to pay minimum, overtime, and double-time wages, failed to pay reporting time pay, failed to provide off-duty meal periods, failed to provide and permit rest periods, failed to provide accurate itemized wage statements, failed to comply with Labor Code sections 201-203, failed to comply with Labor Code section 204, failed to comply with Labor Code section 2802, and violated California Labor Code section 2698, et seq. all in alleged violation of California Labor Code Sections 201, 202, 203, 204, 218.6, 226, 226(a), (e), 226.3, 226.7, 510, 512, 512(a) 515(a), 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2699, 2699(f), (g)(1), 2699.3, 2802 and the applicable Industrial Welfare Commission Orders including, but not limited to, Order No. 5-2001. Plaintiffs seek relief individually and on a representative basis under PAGA on behalf of the State of California and the Aggrieved Employees. Plaintiffs further seek attorneys’ fees and litigation costs as allowed by California Labor Code section 2699(g)(1) and California Code of Civil Procedure section 1021.5.

(d) The Defendant disputes all of the allegations and causes of action asserted in the Action and denies any liability or wrongdoing of any kind associated with the claims alleged in the Action and Plaintiffs' PAGA letter (the LWDA Notice). The Defendants contend, among other things, that at all times during the PAGA Period, they made good faith efforts to comply with the California Labor Code, the related California Industrial Welfare Commission Orders, and all other applicable wage or employment laws, and further contend that the Action is without merit. Defendants further assert that Plaintiffs signed enforceable arbitration agreements.

(e) The Parties engaged in informal discovery regarding the Defendant's policies, practices, operations, payroll information and other topics related to this Action. This informal discovery included the production of documents pursuant to the settlement/mediation privilege, headcounts of all Aggrieved Employees, and pay periods worked during the PAGA Period. The Parties reached this Settlement only after informal discovery and investigation were performed.

(f) The Parties participated in a mediation with mediator Eve Wagner and, on October 5, 2022, reached the subject Settlement and the settlement of Plaintiffs' individual claims.

(g) The Agreement contemplates (a) issuance of a Court Order approving the Settlement, (b) entry of Judgment enforcing the terms of the Settlement, and retaining jurisdiction, (c) discharge of the Defendant from liability for any and all claims relating to the PAGA Claims (as defined in Section 1 above), (d) release by Plaintiffs, the State of California and all Aggrieved Employees of all PAGA Claims against the Released Parties as more particularly set forth in Section 12, (e) a general release of all of Plaintiffs' claims including a Civil Code § 1542 general release, and (f) all Parties bearing their respective fees and costs except as expressly provided in this Agreement. The Parties further agree that this Agreement and Judgment to be entered by the Court following approval of this Settlement forever bars Plaintiffs, Aggrieved Employees, and the LWDA, directly or through any other proxy or agent, from any future prosecution of any of the PAGA Claims against any of the Released Parties.

SETTLEMENT FUNDS

Section 3: Allocation of the Settlement Sum

(a) In exchange for the releases, obligations, and promises set forth in this Agreement (and subject to the terms and conditions contained in this Agreement), the Defendants agree to pay the Settlement Sum, which is the total and all-inclusive amount the Defendants will be obligated to pay under the Settlement embodied by this Agreement. Under no circumstances will the Defendant be required to pay more than the Settlement Sum to obtain the relief (i.e., the Settlement, release of claim by Plaintiffs, the State of California and Aggrieved Employees, issuance of the Approval Order and Judgment) provided in this Agreement. The Settlement Sum, the maximum which the Defendant can pay under this Agreement, comprises the following:

(i) Plaintiffs' Counsel shall request a one-third attorneys' fee award, namely the total sum One Hundred Ten Thousand and Zero Cents (\$110,000.00). If Plaintiffs' Counsel's request for one-third of the Settlement Sum is not approved and is reduced by the Court, any

amount not approved and/or reduced by the Court will revert to the Net Settlement Amount. Plaintiffs agree that other than the attorneys' fee award approved by the Court herein, there are no liens for attorneys' fees arising out of the prosecution of the PAGA Claims.

(ii) Plaintiffs' Counsel shall request the Court to approve Plaintiff's Counsel's actual litigation costs to be established by Plaintiff's Counsel and estimated not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00) incurred in prosecuting the PAGA Claims. The costs approved by the Court shall be paid from the Settlement Sum. If any part of Plaintiffs' Counsel's request for reimbursement of actual litigation costs is not approved and is reduced by the Court, any amount not approved and/or reduced by the Court will revert to the Net Settlement Amount. Plaintiffs agree that other than the costs approved by the Court herein, there are no liens for costs arising out of the prosecution of the PAGA Claims.

(iii) Plaintiff's Counsel shall request up to Seven Thousand Dollars and Zero Cents (\$7,000.00) of the Settlement Sum as payment to the Settlement Administrator for costs incurred by the Settlement Administrator in connection with the Settlement including, but not limited to, mailing of the Notice of PAGA Settlement described herein, and distributing the Settlement Sum. The Settlement Administrator has agreed that its costs shall not exceed Seven Thousand Dollars and Zero Cents (\$7,000.00). To the extent that the costs of the Settlement Administrator exceed this amount, such costs shall be paid from the Settlement Sum; to the extent such costs are below this amount, the difference shall be added to the Net Settlement Amount.

(iv) Plaintiffs' Counsel shall request that each Plaintiff individually shall receive an enhancement payment of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for her participation in and assistance with the litigation of the Action and as consideration for the release set forth in Section 12. Any enhancements awarded to Plaintiffs by the Court shall be deducted from the Settlement Sum for the purpose of determining the Net Settlement Amount, and shall be reported on IRS Form 1099. If the Court approves a enhancements of less than Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) per Plaintiff, any amount not approved and/or reduced by the Court will revert to the Net Settlement Amount.

(v) Plaintiffs' Counsel shall request that 75% of the Net Settlement Amount, be distributed to the LWDA; and

(vi) Plaintiffs' Counsel shall request that 25% of the Net Settlement Amount shall be distributed to the Aggrieved Employees.

(b) Escalator Clause. This Settlement is based on Defendant's representation that there are approximately 672 Aggrieved Employees (in total) and approximately 13,200 pay periods (in total) for the period starting on and including February 19, 2020 and ending on and including on October 5, 2022. If the actual number of pay periods encompassed within the PAGA Period exceeds 13,200 by more than 10%, then Defendant shall, at its exclusive discretion, increase the Net Settlement Amount proportionately for any excess increase in the total number of pay periods or modify the applicable PAGA Period to a date prior to October 5, 2022 to avoid incurring the pro rata increase. For example, if the total number of pay periods encompassed within the PAGA Period increases by 11%, the Net Settlement Amount will increase by 1% (actual increase minus

the 10% tolerated increase).

IMPLEMENTATION OF SETTLEMENT

Section 4: Court Approval

(a) Because this Action involves PAGA claims, this Agreement requires approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is expressly contingent upon the Court's unconditional approval of this Settlement, the terms and conditions of this Agreement. If Court approval is not given or the Approval Order is not entered under the specific terms requested, this entire Agreement shall automatically be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever.

(b) The Parties and their respective counsel shall take all steps that may be required by the Court relating to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain Court approval and implement this Agreement. If the Court does not grant the application for approval and unconditionally issue the Approval Order and Judgment, under the specific terms requested, the Parties agree to meet and confer to address the Court's concerns in an effort to resolve the dispute and to resubmit the Agreement with revisions that are acceptable to the Parties and the Court.

(c) The Parties will jointly submit the [Proposed] Order for Judicial Approval of the Parties' Settlement Agreement and Release of Claims in connection with a motion to be filed by Plaintiffs for such an order unconditionally approving this Agreement.

Section 5: Notice

Notice. Notice shall be provided in the following manner:

(a) No later than thirty (30) calendar days after the Effective Date, the Defendant shall provide the Settlement Administrator with a list of all Aggrieved Employees ("Aggrieved Employees List"). The Aggrieved Employees List shall state the first name and last name for each Aggrieved Employee; the last known home address for each Aggrieved Employee; each Aggrieved Employee's social security number, and each Aggrieved Employee's respective number of pay periods worked for the Defendants during the PAGA Period.

(b) Upon receipt of the Aggrieved Employees List, the Settlement Administrator shall run all addresses of the Aggrieved Employees through 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. No later than forty five (45) calendar days after the Effective Date, the Settlement Administrator shall mail the Aggrieved Employee Settlement Share checks to all Aggrieved Employees by first-class United States mail, postage prepaid, to the last known address of each recipient with directions to the Postmaster to forward the Aggrieved Employee Settlement Share checks to any forwarding addresses, and to return all undeliverable Aggrieved Employee Settlement Share checks to the Settlement Administrator. A letter approved by the Parties ("Notice

of PAGA Settlement” attached hereto as Exhibit A) in advance of the motion to be filed by Plaintiff in connection with the Parties’ submission of the [Proposed] Order for Judicial Approval of the Parties’ Private Attorneys General Act Settlement Agreement and Release of Claims, will be included in the mailing of each Aggrieved Employee Settlement Share check. It will be conclusively presumed that an Aggrieved Employee Settlement Share check was received if such check has not been returned within twenty-one (21) calendar days of the original mailing. The date of the initial mailing of the Aggrieved Employee Settlement Share check shall be conclusively determined according to the records of the Settlement Administrator.

(c) No later than forty five (45) calendar days after the Effective Date, the Settlement Administrator shall mail and/or wire transfer the LWDA and Plaintiffs’ Counsel their respective shares of the Settlement Sum (including Plaintiffs’ Representativ Service Payments).

(d) Within forty five (45) calendar days of the Effective Date, the Settlement Administrator shall pay itself up to the Seven Thousand Dollars and Zero Cents (\$7,000.00) allocated to it for administration fees.

(e) Aggrieved Employee Settlement Share checks will specifically indicate that they are void if not negotiated within 180 days of their issuance. After 90 days, the Settlement Administrator will send a reminder postcard to each Aggrieved Employee with an uncashed check. Any settlement checks that remain uncashed 180 or more calendar days after issuance by the Settlement Administrator shall be voided and the Settlement Administrator will remit all unclaimed funds to the California State Controller to be held in the name of the Aggrieved Employee in the unclaimed property fund.

Section 6: Settlement Payment Deposit

No later than thirty (30) calendar days after the Effective Date, the Defendants shall deposit the Settlement Sum with the Settlement Administrator.

Section 7: PAGA Payments

The total sum available for payment of PAGA penalties shall be calculated by deducting Plaintiffs’ Counsel’s attorneys’ fees and litigation costs, Plaintiffs’ enhancement awards, and the costs of claim administration collectively referenced in Section 3(b), (c), and (d) from the Settlement Sum, which will yield the “Net Settlement Amount.” As required by statute, seventy-five percent (75%) of the Net Settlement Amount shall be paid to the LWDA (“LWDA Net Settlement Amount”) and the remaining twenty-five percent (25%) of the Net Settlement Amount (the “Aggrieved Employee Net Settlement Amount”) shall be paid to Aggrieved Employees based on the following formula:

(a) The LWDA Net Settlement Amount shall be sent to LWDA by the Settlement Administrator in accordance with the deadlines established in Section 5 (c) above.

(b) Plaintiffs and each Aggrieved Employee shall receive a portion of the Aggrieved Employee Net Settlement Amount on a pro-rata basis by multiplying the Aggrieved Employee Net Settlement Amount by the ratio of (i) the number of pay periods worked by each individual Aggrieved Employee any time during the PAGA Period to (ii) the total number of pay periods

worked by all Aggrieved Employees during the PAGA Period. No benefit, including but not limited to 401(k), shall increase or accrue as a result of any payment made as a result of this settlement.

(c) The Parties recognize that the settlement amounts to be paid to the Aggrieved Employee are penalties and not subject to payroll tax withholdings. The parties agree that, if required, the Aggrieved Employee payments shall be reported as interest and penalties on IRS Form 1099 and its state and local equivalent.

JUDGMENT

Section 8: Judgment

Plaintiffs will submit the [Proposed] Order for Judicial Approval of the Parties' Private Attorneys General Act Settlement Agreement and Release of Claims to be entered by the Court to enforce this Agreement and enter Judgment in accordance with the terms of this Agreement. In connection with the [Proposed] Order for Judicial Approval of the Parties' Private Attorneys General Act Settlement Agreement and Release of Claims, the Parties will submit a proposed final judgment requesting the entry of judgment in the amount of the Settlement Sum.

LIMITATIONS ON USE OF THIS SETTLEMENT

Section 9: No Admission

The Defendant disputes the allegations and each and every cause of action in the Action. Defendants further assert that Plaintiffs signed enforceable arbitration agreements. This Agreement is entered into solely for the purpose of compromising highly disputed claims. This Agreement and the payment of the Settlement Sum and the other considerations recited herein represent the compromise of disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability, unlawful conduct, or wrongdoing by the Released Parties.

Nothing in this Agreement, nor any action taken 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 this Agreement, is intended by the Parties to constitute, 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. The Parties agree not to introduce, use, or admit this Agreement, directly or indirectly, in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding, as purported 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, or for any other purpose. Notwithstanding the foregoing, this Agreement may be used in any proceeding before the Court that has as its purpose the interpretation, implementation, or enforcement of this Agreement or any orders or judgments of the Court entered in connection with the Agreement. Neither the existence of this Settlement nor anything contained in this Agreement, nor any action taken 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 this Agreement, shall be construed or deemed a

waiver of the Defendant's right to compel arbitration of any dispute with any Aggrieved Employee.

None of the documents produced or created by the Defendant, Plaintiffs, or the Aggrieved Employees in connection with the claims procedures or claims resolution procedures constitute, and they are not intended to constitute, an admission by the Defendant 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.

Section 10: Non-Evidentiary Use

Whether or not the Approval Order is executed and entered by the Court, neither this Agreement nor any of its terms (including, but not limited to, the payment of the Settlement Sum) nor the Settlement itself will be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to any of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against any other civil, criminal, and/or administrative action or proceeding, except for the purposes of effectuating the Settlement pursuant to this Agreement and/or for the Released Parties to establish that an Aggrieved Employee has resolved any of his/her claims released through this Agreement. Either Party, however, may introduce the Agreement as evidence in an action to enforce its terms.

Section 11: Nullification

(a) If (i) the Court should for any reason fail to approve this Settlement in the specific form agreed to by the Parties as described in this Agreement, or (ii) the Court should for any reason fail to enter the Approval Order, or (iii) the Approval Order is reversed, modified, or declared or rendered void, or (iv) the Court should for any reason fail to enter judgment on the PAGA Claims, then this Agreement shall be considered null and void.

In that instance, (i) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (ii) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court; (iii) the Defendant would not have any obligation to pay any portion of the Settlement Sum to anyone under the terms of this Agreement, and all previous disbursements (if any) from the Settlement Sum will immediately be paid back to the Defendant by the person(s) and/or entity who received such disbursement; and (iv) the operative complaint shall be the Complaint.

(b) If the Court approves this Settlement on terms and conditions that are materially different than those set forth in the Approval Order, then Plaintiffs and the Defendant will each have the right to void the Settlement, which the Party must do by giving written notice to the other Party and the Court not later than ten (10) business days after the Court's entry of the Approval Order.

(c) If Maria Rodriguez revokes the settlement of her individual claims, then Defendant will have the right to void the Settlement by giving written notice to the Plaintiffs' Counsel and

the Court not later than ten (10) business days after the revocation. If Defendant voids the Settlement pursuant to this paragraph, the operative complaint shall be the Complaint.

RELEASE AND WAIVER OF CLAIMS

Section 12: Release

Released PAGA Claims. Upon entry of the Approval Order by the Court approving payment of the PAGA penalties as described in this Agreement, Plaintiffs, individually and as representatives acting as proxies or agents of the LWDA, a state of California Executive Branch Agency, and all Aggrieved Employees, and the State of California shall be deemed to have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from any and all claims, demands, rights, liabilities, and/or causes of action for penalties under PAGA that accrued during the PAGA Period and that were asserted in Plaintiffs' LWDA Notice or the Action as well as those that could have been alleged in the Action based on the facts contained therein, including, without limitation, Labor Code Sections 201, 202, 203, 204, 218.6, 226, 226(a), (e), 226.3, 226.7, 510, 512, 512(a) 515(a), 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, *et seq.*, 2699, 2699(f), (g)(1), 2699.3, 2802, and the applicable Industrial Welfare Commission Orders including, but not limited to, Order No. 5-2001. Plaintiffs and the Aggrieved Employees shall be deemed to have acknowledged and agreed that their claims in this Action are disputed, and that the payments set forth in this Agreement constitute payment of all sums allegedly due to Plaintiffs, the LWDA, and the Aggrieved Employees arising from the PAGA Claims and constitute settlement of all PAGA Claims.

Nothing in this Agreement is intended to or shall preclude Plaintiffs and Aggrieved Employees from filing a complaint and/or charge with any appropriate federal, state, or local government agency and/or cooperating with said agency in its investigation. Plaintiffs and Aggrieved Employees retain the right to file a charge with, and to participate in an investigation conducted by, any appropriate government agency charged with enforcement of any law and the right to engage in concerted activity granted by Section 7 of the National Labor Relations Act. Plaintiffs and Aggrieved Employees, however, shall not be entitled to receive any civil penalties for the PAGA Claims in connection with any complaint or charge brought against any Released Party for claims arising on or before the date Plaintiffs execute this Agreement, without regard as to who brought said complaint or charge.

Plaintiffs' Released Claims. Upon entry of the Approval Order by the Court approving payment of the PAGA penalties as described in this Agreement, and as a condition of receiving any portion of the enhancement awards, Plaintiffs shall fully and finally release the Released Parties from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to Plaintiffs' employment with Defendant and Plaintiffs' compensation while an employee of Defendant. Plaintiffs' release claims include, but are not limited to, all claims asserted in, arising from, or related to the Action, to include but not limited to the Released PAGA Claims and Released Class Claims. Plaintiffs' release claims include all claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; failure to properly calculate the regular rate of pay and associated claims; wages related to alleged illegal time rounding; failure to pay

wages at least twice each calendar month; failure to timely pay wages; failure to timely pay final wages; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; reimbursement for all necessary business expenses, including work-related cell-phone expenses and car mileage for work-related travel; payment for all hours worked, including off-the-clock work; failure to provide accurate itemized wage statements; deductions; failure to keep accurate records; failure to provide suitable seating; failure to maintain temperature providing reasonable comfort; unlawful deductions and/or withholdings from wages; unfair business practices; suitable seating; penalties, including, but not limited to, recordkeeping penalties, wage statement and payroll reporting penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs. Plaintiffs' release claims include all claims arising under the California Labor Code (including, but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 204.1, 204.2, 206, 210, 216, 218, 218.5, 218.6, 221, 225.5, 226, 226(a), (e), 226.2, 226.3, 226.7, 226.8, 247.5, 248.5, 256, 450, 510, 511, 512, 512(a), 515, 516, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1198, 1198.5, 1199, 2698 et seq., 2699 et seq., 2699(f), (g)(1), 2699.3, 2802, and 2804); all claims arising under: the Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004 (PAGA); California Business and Professions Code section 17200, et seq.; the California Civil Code, to include sections 3287, 3336 and 3294; 8 CCR §§ 3203, 11070, 11090, 11100; California Code of Civil Procedure § 1021.5; all state and local ordinances related to COVID-19 right of recall; the California common law of contract; the FLSA, 29 U.S.C. §§ 201, et seq.; 29 CFR 778.223; 29 CFR 778.315; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. §§ 1001, et seq. (ERISA). Plaintiffs' release all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), and the California Fair Employment and Housing Act (FEHA); and the law of contract and tort. This release excludes the release of claims not permitted by law.

Plaintiffs' release claims include all claims, whether known or unknown. Even if Plaintiffs discover facts in addition to or different from those that Plaintiffs now know or believe to be true with respect to the subject matter of Plaintiffs' release claims, those claims will remain released and forever barred. Thus, Plaintiffs expressly waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Additionally, as a condition of receiving the enhancement awards and to the full extent permitted by law, Plaintiffs agree to promptly initiate and seek the full dismissal, withdrawal

and/or closure of all claims, grievances, charges or causes of action now pending against Defendant, in any forum, including but not limited to union, administrative or judicial forum and/or under any collective bargaining agreement, with the exception of those claims(s) in the Action, which are subject to the Agreement, and will be disposed of in accordance with the terms and conditions of the Agreement and related court orders. To the full extent permitted by law, Plaintiffs irrevocably and absolutely agree that Plaintiffs will not prosecute nor allow to be prosecuted on Plaintiffs' behalf, in any administrative agency, whether federal or state, or in any court, whether federal or state, any claim or demand of any type related to the matters released above, it being the intention of the Parties that with the execution by Plaintiffs of this release, Defendant and all of the Released Parties will be absolutely, unconditionally and forever discharged of and from all obligations to or on behalf of Plaintiffs related in any way to the matters discharged herein. Plaintiffs represent and warrant that, as of the date Plaintiffs sign this Agreement, Plaintiffs have no charges, complaints, filings, claims or lawsuits of any kind pending against Defendant or any of the Released Parties other than the Action. Plaintiffs will not directly or indirectly participate, assist, or cooperate in any lawsuit or complaint in a court of law against the Released Parties, including any class and/or representative action, with the exception of the Action which is subject to this Agreement, unless and to the extent required or compelled by law. Plaintiffs also covenant and agree that, to the full extent permitted by law, Plaintiffs hereby waive and release any and all rights or claims Plaintiffs may have to any proceeds or awards to which Plaintiffs may be entitled under any claims brought on Plaintiffs' behalf against any of the Released Parties by any other person or entity. Nothing in this Agreement will prohibit Plaintiffs from (a) complying with any valid subpoena or court order, or (b) cooperating with any official investigation conducted by a government or law enforcement agency.

Plaintiff Rodriguez ("Rodriguez") acknowledges that she is knowingly and voluntarily waiving and releasing any rights she may have under the Age Discrimination in Employment Act ("ADEA"). Rodriguez also acknowledges that the consideration given in this agreement for the waiver and release is \$500.00 of her \$7,500.00 enhancement award and is in addition to anything of value to which she was already entitled. Rodriguez further acknowledges that she has been advised by this in writing, as required by the Older Workers' Benefit Protection Act, that: (a) her waiver and release does not apply to any rights or claims that may arise after the ADEA Effective Date of this agreement; (b) she should consult with an attorney prior to executing this agreement; (c) she alone has at least twenty-one (21) days to consider the waiver and release of any rights she may have under the ADEA (although she may execute this agreement earlier) and in the event Rodriguez should decide to execute this agreement in fewer than 21 days, Rodriguez has done so with the express understanding that Rodriguez has been given and declined the opportunity to consider the waiver and release of her rights under the ADEA for a full 21 days; (d) she has seven (7) days following her execution of this agreement to revoke the waiver and release of any rights she may have under the ADEA; (e) this waiver and release of rights that Rodriguez may have under the ADEA shall not be effective until the date upon which the revocation period has expired (the "ADEA Effective Date"). Rodriguez may revoke this waiver and release of rights that Rodriguez may have under the ADEA only by giving written notice of her revocation to Beth Kahn, Ryan McKim, and Keith Rossman of Clark Hill LLP via electronic mail addressed to bkahn@clarkhill.com, rmckim@clarkhill.com, and krossman@clarkhill.com, to be received by no later than the end of the day on the seventh day following Rodriguez' execution of this Agreement. In the event Rodriguez revokes, she will not receive the amount allocated herein for any potential

claim arising under the ADEA and all claims other than those arising under the ADEA remain released.

Section 13: Miscellaneous Provisions

(a) No person shall have any claim of any kind whatsoever against any of the Parties, Defense Counsel, and/or Plaintiffs' Counsel, based on distribution of the Settlement Sum (including, without limitation, the LWDA Net Settlement Amount, the Aggrieved Employee Net Settlement Amount, and/or the Aggrieved Employee Settlement Share) made in accordance with this Agreement.

(b) In the event any taxing authority asserts that Plaintiffs failed to pay any tax liability resulting from the enhancement awards, and the Defendant is made to pay any taxes, settlements, interest, penalties, and/or other sums (hereinafter collectively referred to as "Tax Payments") to a taxing authority as a result of the enhancement awards paid to Plaintiffs made hereunder, Plaintiffs shall fully defend, indemnify, hold harmless, and reimburse the Defendant and/or its insurer(s) for any and all such Tax Payments upon demand and reasonable verification of sums paid.

(c) This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

(d) The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by all of the Parties (or their successors in interest) and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

(e) None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employees or Plaintiffs' Counsel without the express written consent of each other Parties hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any remedy to any other person. Plaintiffs expressly warrants that they have not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

(f) This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California.

(g) Plaintiffs' Counsel and Plaintiffs represent that there is no agreement with any other attorneys to split any attorneys' fees that may result from the Action.

(h) This Agreement sets forth the entire agreement between the Parties regarding the PAGA Claims being settled herein and supersedes all prior agreements and understandings among the Parties hereto with respect to the subject matter hereof, including, without limitation, correspondence between Plaintiffs' Counsel and Defense Counsel. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement, except as expressly set forth in this Agreement.

(i) Any failure of any Party to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

(j) This Agreement and any amendments may be executed in any number of counterparts and any Party may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts. A facsimile signature or signature scanned and sent by electronic mail shall have the same force and effect as an original signature. This Agreement may be executed using DocuSign or any other similar software.

(k) Should any portion of this Agreement be declared or be determined to be illegal, invalid, or unenforceable, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal, invalid, or unenforceable part, term, or provision shall be deemed not to be a part of this Agreement. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provisions as valid to the fullest extent possible consistent with applicable law and precedents so as to make all provisions of this Agreement valid and enforceable.

(l) Except as expressly provided herein, each Party shall bear their own attorney's fees and costs. No Aggrieved Employee (including, but not limited to, Plaintiffs) or Plaintiffs' Counsel or any other attorney acting for any Aggrieved Employee may recover or seek to recover any amounts for fees, costs, or disbursements from the Released Parties or the Settlement Sum in relation to the subject matter of this Agreement except as expressly provided herein.

(m) Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, a representative of Plaintiffs' Counsel and a representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior to submitting any such dispute(s) to the Court. To the extent any Party seeks to enforce any of the terms of this Agreement in Court or before the Court, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs.

(n) This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

(o) The Parties agree that upon the occurrence of the entry of Judgment pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure Section 664.6 and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and Aggrieved Employees to interpret, enforce and effectuate the terms, conditions and obligations of the Agreement.

(p) The Parties have cooperated in the negotiation and preparation of this Agreement. This Agreement and the provisions contained herein shall not be construed or interpreted for or against any Party hereto because that Party drafted or caused that Party's legal representative to draft any of the provisions in the Agreement.

(q) The Parties agree that this settlement is fair, adequate, and reasonable, and will so represent to the Court. In addition, mediator Eve Wagner may, at her discretion, execute a declaration supporting the settlement, and the Court may, in its discretion, contact Eve Wagner to discuss the settlement, and whether the settlement is fair and reasonable.

(r) The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to execution of such documents, and to take such other action(s) as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including without limitation all efforts contemplated by this Agreement, to effectuate this Agreement and the terms set forth herein.

(s) Plaintiffs will instruct their counsel not to issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the Action, and/or the fact, amount or terms of the settlement. Before the date of the filing of the motion for approval of the Settlement, Plaintiffs and Plaintiffs' Counsel will not initiate any contact with Aggrieved Employees or anyone else about the settlement. Plaintiffs will instruct their counsel that Plaintiffs' counsel may post on the internet about the Action or Settlement as long as the post does not identify "SOCAL FOOD GROUP, LP" or "Del Taco" by name.

(t) The Parties represent and acknowledge that they have carefully read and understand all of the provisions of this Agreement. The Parties represent and acknowledge that they have been advised in writing, and have been afforded the right and opportunity to, consult with an attorney prior to executing this Agreement. The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. The Parties further acknowledge and confirm that the only consideration for their signing this Agreement is the terms and conditions expressly stated in this Agreement, and that no other promise, representation, warranty, inducement or agreement of any kind, other than those set out in this Agreement regarding the PAGA Claims, has been made to them by any person to cause them to sign this Agreement.

(u) Each Party acknowledges and agrees that:

(i) No provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisors, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of U.S. Treasury Dept. Circular 230 (31 C.F.R. Part 10, as amended);

(ii) Each Party (a) has relied exclusively upon her, his, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any Party or any attorney or advisor to any Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any Party to avoid any tax penalty that may be imposed on the Party; and

(iii) No attorney or advisor to any Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

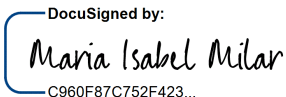
(v) To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

(w) The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement.

IN WITNESS WHEREOF the Parties have voluntarily executed this Settlement Agreement and Release of Claims on the date(s) set forth below. By signing this Agreement, each Party stipulates, agrees, and warrants as follows: (i) that the person signing this Agreement will not challenge or contest in any way the capacity or authority of any Party hereto to enter into this Agreement; and (ii) that the person signing this Agreement has the necessary and appropriate authority and capacity to enter into this Agreement and to make this Agreement fully binding upon and enforceable against the Party on whose behalf the Agreement was signed.

APPROVED AND ACCEPTED.

Dated: 2/22/2023

DocuSigned by:

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Maria Milar

Dated: _____

Maria Rodriguez

Dated: _____

SOCAL FOOD GROUP, LP

By: _____

[Print Name] _____

[Title] _____

(ii) Each Party (a) has relied exclusively upon her, his, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any Party or any attorney or advisor to any Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any Party to avoid any tax penalty that may be imposed on the Party; and

(iii) No attorney or advisor to any Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

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APPROVED AND ACCEPTED.

Dated: _____

2/10/2023
Dated: _____

Dated: _____

Maria Milar

DocuSigned by:
Maria Rodriguez
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Maria Rodriguez

SOCAL FOOD GROUP, LP

By: _____

[Print Name] _____

[Title] _____

(ii) Each Party (a) has relied exclusively upon her, his, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any Party or any attorney or advisor to any Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any Party to avoid any tax penalty that may be imposed on the Party; and

(iii) No attorney or advisor to any Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

(v) To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

(w) The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement.

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APPROVED AND ACCEPTED.

Dated: _____

Maria Milar

Dated: _____

Maria Rodriguez

Dated: 2/24/2023

Ziad Boukai

SOCAL FOOD GROUP, LP

By: Ziad Boukai

[Print Name] Ziad Boukai

[Title] VP

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

MARIA MILAR and MARIA RODRIGUEZ, as “aggrieved employees” and on behalf of “aggrieved employees” under the California Labor Code Private Attorneys General Act,

Plaintiffs,

v.

SOCAL FOOD GROUP, LP d/b/a DEL TACO; and DOES 1 through 10, inclusive,

Defendants.

Case No. 37-2021-00018665-CU-OE-CTL

NOTICE OF SETTLEMENT OF PRIVATE ATTORNEYS GENERAL ACT CLAIMS (CAL. LABOR CODE §§ 2698, *ET SEQ.*)

You have been identified as a current or former employee of SOCAL FOOD GROUP, LP (“Defendant”) who worked in California at any time starting on February 19, 2020 up to and including October 5, 2022 (“Aggrieved Employee”).

On April 27, 2021, Maria Milar and Maria Rodriguez (collectively “Plaintiffs”) filed a complaint in San Diego County Superior Court (the “Court”) on an individual basis and on a representative basis on behalf of themselves, the State of California and other allegedly Aggrieved Employees to recover civil penalties pursuant to the California Labor Code Private Attorneys General Act of 2004, codified at Labor Code §§ 2698, *et seq.* (“PAGA”). The lawsuit alleges that the Defendant failed to pay minimum, overtime, and double-time wages, failed to pay reporting time pay, failed to provide off-duty meal periods, failed to provide and permit rest periods, failed to provide accurate itemized wage statements, failed to comply with Labor Code sections 201-203, failed to comply with Labor Code section 204, failed to comply with Labor Code section 2802, and violated California Labor Code section 2698, *et seq.* all in alleged violation of California Labor Code Sections 201, 202, 203, 204, 218.6, 226, 226(a), (e), 226.3, 226.7, 510, 512, 512(a), 515(a), 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2699, 2699(f), (g)(1), 2699.3, 2802 and the applicable Industrial Welfare Commission Orders including, but not limited to, Order No. 5-2001.

Defendant denies all of Plaintiffs’ allegations and disputes all of Plaintiffs’ claims.

Plaintiffs and Defendant reached a settlement of the claims for PAGA civil penalties alleged in the lawsuit. The Court approved the settlement on _____. The settlement is for \$330,000.00. However, by law, \$139,491.99 has been paid to the State of California’s Labor and Workforce Development Agency (“LWDA”). An additional \$122,010.68 has been paid to

Plaintiffs' Counsel for its attorneys' fees and costs, Plaintiffs Milar and Rodriguez have each been paid \$7,500.00 as a service payment/general release payment, and \$7,000.00 has been paid to the Settlement Administrator. The remaining settlement funds of approximately \$46,497.33 have been distributed to the Aggrieved Employees as described below.

Pursuant to the settlement agreement, the amount to be distributed to the Aggrieved Employees shall be on a pro-rata basis by multiplying the amount of money available for distribution to the Aggrieved Employees by the ratio of (i) the number of pay periods worked by each individual Aggrieved Employee during the PAGA Period (starting on and including February 19, 2020 up to and including October 5, 2022), and (ii) the total number of pay periods worked by all Aggrieved Employees during the PAGA Period.

The Court-approved Settlement Agreement and Release of Claims ("Agreement") contains the following release of claims, which is meant to bar any future litigation by Plaintiffs, Aggrieved Employees, and the California Labor & Workforce Development Agency ("LWDA"), either directly or through any other proxy or agent:

Upon entry of the Approval Order by the Court approving payment of the PAGA penalties as described in this Agreement, Plaintiffs, individually and as representatives acting as proxies or agents of the LWDA, a State of California Executive Branch Agency, and all Aggrieved Employees, and the State of California shall be deemed to have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from any and all claims, demands, rights, liabilities, and/or causes of action for penalties under PAGA that accrued during the PAGA Period and that were asserted in Plaintiffs' LWDA Notice or the Action as well as those that could have been alleged in the Action based on the facts contained therein, including, without limitation, Labor Code Sections 201, 202, 203, 204, 218.6, 226, 226(a), (e), 226.3, 226.7, 510, 512, 512(a) 515(a), 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, *et seq.*, 2699, 2699(f), (g)(1), 2699.3, 2802, and the applicable Industrial Welfare Commission Orders including, but not limited to, Order No. 5-2001. Plaintiffs and the Aggrieved Employees shall be deemed to have acknowledged and agreed that their claims in this Action are disputed, and that the payments set forth in this Agreement constitute payment of all sums allegedly due to Plaintiffs, the LWDA, and the Aggrieved Employees arising from the PAGA Claims and constitute settlement of all PAGA Claims.

"Action" means the civil action filed by Plaintiffs on April 27, 2021, in San Diego County Superior Court, Case Number 37-2021-00018665-CU-OE-CTL, titled *Maria Milar and Maria Rodriguez v. SOCAL FOOD GROUP, LP d/b/a Del Taco*. The term "Action" shall include any future amended complaints. "LWDA Notice" means the notice that Plaintiffs sent to the LWDA on February 19, 2021 giving notice of their intent to pursue a representative PAGA action, on behalf of themselves, the State of California, and other allegedly aggrieved employees. "Released Parties"

means the Defendant, and each and all of its respective current and former parents, subsidiaries, predecessors and successors, affiliates, corporate members, administrators, operators, shareholders, and their affiliated entities and each of their respective owners, officers, directors, employees, partners, shareholders, and agents, and any other successors, heirs, assigns, or legal representatives, any attorneys, insurers, claim representatives, and their future trustees, parent companies, subsidiaries, divisions, agents, employees, attorneys, representatives, consultants, insurers and reinsurers.

This release of claims does not cover any other claims you may have against Defendant.

If you have any questions or would like a copy of the settlement agreement approved by the Court, please contact the Settlement Administrator at [REDACTED].