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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

KARINA LEPE TENORIO, as an aggrieved
employee pursuant to the Private Attorneys
General Act (“PAGA”), on behalf of the State of
California and other aggrieved employees,

Plaintiff,

v.

JOYA FOOD ENTERPRISES, INC., a
California corporation; CANELO
ENTERPRISES, INC., a California limited
liability company; GONZALEZ
MANAGEMENT COMPANY, INC., a
California corporation; JALOS FOOD
ENTERPRISES, INC., a California corporation;
SANTA ISABEL ENTERPRISES, INC., a
California corporation; ZEVADA
ENTERPRISES, INC., a California corporation;
ZIXTA ENTERPRISES, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 21STCV28051

PAGA SETTLEMENT AGREEMENT

PAGA SETTLEMENT AGREEMENT

Subject to Court approval by the Superior Court of the State of California for the County of Los Angeles (“Court”), Plaintiff Karina Lepe Tenorio (“Plaintiff”) and Defendants Joya Food Enterprises, Inc., Canelo Enterprises, Inc., Gonzalez Management Company, Inc., Jalos Food Enterprises, Inc., Santa Isabel Enterprises, Inc., Zevada Enterprises, Inc., and Zixta Enterprises, Inc. (“Defendants”) (collectively with Plaintiff, the “Parties”) hereby agree to the following binding settlement (“Settlement” or “Settlement Agreement”) of Plaintiff’s claims under the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Action” means *Tenorio v. Joya Food Enterprises, Inc.*, No. 21STCV28051 (Los Angeles County Superior Court).
2. “Aggrieved Employees” means all persons who were employed by Defendants in California as non-exempt, hourly-paid employees at any time from May 25, 2020 through March 5, 2026.
3. “Court” means the Superior Court for the State of California, County of Los Angeles.
4. “Gross Settlement Amount” means the settlement amount of Two Million Seven Hundred Thirty-Five Thousand Dollars (\$2,735,000) to be paid by Defendants in full satisfaction of all Settled Claims arising from the Action.
5. “LWDA” means the California Labor and Workforce Development Agency.
6. “PAGA Penalties Fund” means the Gross Settlement Amount less the Attorneys’ Fees and Costs and Settlement Administrator Costs.
7. “Plaintiff’s Counsel” means Capstone Law APC.
8. “Settled Claims” means all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the Lawsuit during the Settlement Period, including but not limited claims for under California Labor Code sections: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by failing to

provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 204 (by failing to timely pay all earned wages during employment, including minimum wages, overtime wages, meal and rest period premiums, reporting time wages, and any other compensable work time as defined in the applicable IWC Wage Order); 201 and 202 (by failing to timely pay all earned wages upon termination); 450 (by compelling and/or coercing employees to patronize employer's business); 1198 and the applicable IWC Wage Orders subdivision) and 14(A) (by failing to provide suitable seating); 2802 (by failing to reimburse business expenses); and 6401 and 6403 (by failing to provide safety devices and safeguards) and for civil penalties, pursuant to California Labor Code sections 210, 226.3, 256, 558, 1174.5, and 2699(a), (f), and (g), for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 450, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1194.2 1197, 1198, 2802, 6401 and 6403.

9. "Settlement Period" means May 25, 2020 through March 5, 2026.

TERMS

10. Gross Settlement Amount. In consideration for Plaintiff's promises and representations described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met, Defendants will pay Two Million Seven Hundred Thirty-Five Thousand Dollars (\$2,735,000) ("Gross Settlement Amount") to settle the Action. The Gross Settlement Amount includes Plaintiff's attorneys' fees, litigation costs and expenses, consideration for Plaintiff's service on behalf of the LWDA and Aggrieved Employees, Settlement Administration Costs, and payments to Aggrieved Employees and the LWDA for their share of the PAGA Penalties Fund. No portion of the Gross Settlement Amount will be retained by, or revert to, Defendants.

11. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to Aggrieved Employees and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the Action with respect to Aggrieved Employees. Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Penalties Fund will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) will be paid to all Aggrieved Employees according to the following formula:

11(a) Defendants will calculate: (i) the total number of pay periods worked by each

Aggrieved Employee during the Settlement Period, and (ii) the total number of pay periods worked by all Aggrieved Employees during the Settlement Period.

11(b) To determine each Aggrieved Employee's payment from the PAGA Penalties Fund, Defendants will use the following formula: Settlement Payment = 25% of PAGA Penalties Fund $\times$ [Pay Periods Worked by Individual Aggrieved Employee During the Settlement Period $\div$ Total Pay Periods Worked by All Aggrieved Employees during the Settlement Period].

11(c) Defendants represent that as of March 5, 2026, Aggrieved Employees worked an aggregate total of approximately Five Hundred Ninety-Two Thousand Four Hundred Seventy-Four (592,474) Pay Periods during the Settlement Period. If the actual aggregate total of Pay Periods worked during the Settlement Period is greater than Ten Percent (10%) of this estimate, then Defendants must either: (a) increase the Gross Settlement Amount proportionately for each Pay Period above the Ten Percent (10%) allowance (e.g., if the total number of Pay Periods increases by 11%, the Gross Settlement Amount will increase by 1%); or (b) advance the end date of the Settlement Period to the last date on which the total number of Pay Periods worked by Aggrieved Employees in aggregate during the Settlement Period is no greater than Six Hundred Fifty-One Thousand Seven Hundred Twenty-Two (651,722).

12. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or motion by Plaintiff's Counsel for Attorneys' Fees and Costs of not more than Nine Hundred Eleven Thousand Six Hundred Sixty-Six Dollars (\$911,666), plus the reimbursement of all out-of-pocket costs and expenses associated with Plaintiff's Counsel's litigation and settlement of the Action (including expert/consultant fees, investigations costs, etc.), not to exceed Seventy-Five Thousand Dollars (\$75,000), both of which will be paid from the Gross Settlement Amount. Any portion of the Attorneys' Fees and Costs not awarded to Plaintiff's Counsel will be added to the PAGA Penalties Fund.

13. General Release Payment. For a general release of all claims Plaintiff may have against Defendants arising out of her employment, Defendants agree to pay Plaintiff the sum of Fifteen Thousand Dollars (\$15,000) (“General Release Payment”), of which Ten Thousand Dollars (\$10,000) will be paid to Plaintiff, and the remaining Five Thousand Dollars (\$5,000) will be paid to Plaintiff’s Counsel. The General Release Payment will be paid separately from, and in addition to, the Gross Settlement Amount. For tax purposes, the General Release Payment will be treated non-wages for which IRS Forms 1099-MISC will be issued. Upon receipt of the General Release Payment, Plaintiff will be deemed to have fully released and discharged Defendants from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against Defendants arising out of, or relating to, Plaintiff’s employment with Defendants or termination thereof, including but not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination of employment. This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys’ fees and costs (except provided by the Settlement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiff will be deemed to have waived all rights and benefits afforded by California Civil Code Section 1542, which provides:

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.

14. Settlement Administration Costs. The Parties will retain ILYM Group, Inc. as the third-party settlement administrator (“Settlement Administrator”). The Settlement Administrator will be responsible for establishing a qualified settlement fund (“QSF”) and issuing payments and appropriate tax forms to Aggrieved Employees, the LWDA, Plaintiff, and Plaintiff’s Counsel. The Settlement Administration Costs will be paid from the Gross Settlement Amount. Based on the estimate that there are approximately Ten Thousand Three Hundred (10,300) Aggrieved Employees, Settlement Administration

Costs are estimated at Thirty Thousand Dollars (\$30,000).

15. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties will present this Settlement Agreement to the Court and the LWDA. The Parties will request that the Court issue an order and judgment approving and incorporating by reference the terms and conditions of the Settlement Agreement (the “Order and Judgment”).

16. List of Aggrieved Employees. Within fourteen (14) calendar days after entry of the Order and Judgment, Defendants will provide the Settlement Administrator a complete list of all Aggrieved Employees (“Aggrieved Employee List”). The Aggrieved Employee List will be formatted in Microsoft Office Excel and will include each Aggrieved Employees full name; most recent mailing address; Social Security number; the respective number of pay periods during which each Aggrieved Employee worked during the Settlement Period; and any other relevant information needed to calculate settlement payments.

17. Funding of the Settlement. Within fourteen (14) calendar days after entry of the Order and Judgment, Defendants will deposit the Gross Settlement Amount and General Release Payment into the QSF to be established by the Settlement Administrator. Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiff; (d) Plaintiff’s Counsel; and (e) itself. The Settlement Administrator, and not Defendants, will issue the appropriate tax forms for all payments issued under this Settlement.

18. Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund along with an explanatory letter, attached as Exhibit A. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address or Social Security number of the Aggrieved Employee involved, and will then perform a single re-mailing. Checks will remain negotiable for 180 days. Those funds represented by un-cashed checks which remain outstanding

1 180 days after the mailing of the Settlement checks by the Settlement Administrator will be tendered to St.
2 Jude Children's Research Hospital. . All settlement payments to Aggrieved Employees will be treated as
3 miscellaneous income for which a 1099 will be issued.

4 19. Settled Claims. Upon entry of the Order and Judgment, Plaintiff and all Aggrieved
5 Employees will be forever barred from pursuing against Defendants any and all Settled Claims during the
6 Settlement Period. Aggrieved Employees, other than Plaintiff, will not be deemed to have released any
7 individual wage and hour claims by virtue of this Settlement.

8 20. No Right to Exclusion or Objections by Representative Action Members. Because this
9 settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a
10 Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no
11 Aggrieved Employee has the right to exclude himself or herself from the Settlement. Aggrieved
12 Employees will be bound by the terms of the Settlement Agreement, upon its approval by the Court,
13 regardless of whether he or she cashes any payment received as a result of this Settlement. The Parties also
14 agree that no Aggrieved Employee has the right to object to the terms of the Settlement Agreement.

15 21. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced herein
16 will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved
17 Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans,
18 stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is
19 the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts
20 to which any Aggrieved Employee may be entitled under any benefit plans.

21 22. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that
22 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
23 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or
24 right herein released and discharged.

25 23. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve
26 the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then
27 this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and
28 the Parties will be returned to their original respective positions.

24. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

25. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

26. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties, and approved by the Court.

27. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If 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 may seek the assistance of the Court to resolve such disagreement.

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

29. California Law Governs. All terms of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California.

30. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic signatures (e.g., Docusign), facsimiles, and scanned copies of the signature pages, will be deemed to be one and the same instrument.

31. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this

1 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
2 Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that
3 they are each represented by competent counsel and that they have had an opportunity to consult with their
4 counsel regarding the fairness and reasonableness of this Settlement.

5 32. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that
6 Plaintiff may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from
7 the Court, and either party may appeal any court order that materially alters the Settlement's terms.

8 33. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement
9 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent
10 with applicable precedents so as to render all provisions of this Settlement Agreement valid and
11 enforceable.

12 34. Captions. The captions and section numbers in this Settlement Agreement are inserted for
13 the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
14 provisions of this Settlement Agreement.

15 35. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
16 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute
17 a further waiver by such party of the same or any other condition, covenant, right or remedy.

18 36. Enforcement Action. In the event that one or more of the Parties institutes any legal action
19 or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to
20 declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to
21 recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert
22 witness fees incurred in connection with any enforcement actions.

23 37. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
24 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
25 more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for
26 one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties,
27 all Parties have contributed to the preparation of this Settlement Agreement.

28 38. Representation By Counsel. The Parties acknowledge that they have been represented by

counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

39. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

40. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

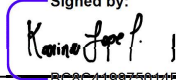
41. Denial of Liability. The Parties expressly recognize that the making of this agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendants. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the pendency of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in 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, this agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

THIS SECTION LEFT BLANK

1 **IT IS SO STIPULATED.**

2 **PLAINTIFF**

3 Dated: 5/15/2026

Signed by:

Karina Lepe Tenorio

6 **DEFENDANTS**

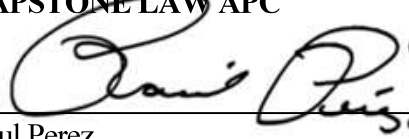
7 Dated: May 22, 2026


Cesar Gonzalez
Chief Operating Officer
Joya Food Enterprises, Inc., Canelo Enterprises, Inc.,
Gonzalez Management Company, Inc., Jalos Food
Enterprises, Inc., Santa Isabel Enterprises, Inc.,
Zevada Enterprises, Inc., and Zixta Enterprises, Inc.

12 **APPROVED AS TO FORM**

13 **CAPSTONE LAW APC**

14 Dated: 5/15/2026


Raul Perez
Attorneys for Plaintiff Karina Lepe Tenorio

18 **FISHER & PHILLIPS LLP**

19 Dated: May 26, 2026


Alden Parker
Gregory Blueford
Attorneys for Defendants Joya Food Enterprises, Inc.,
Canelo Enterprises, Inc., Gonzalez Management
Company, Inc., Jalos Food Enterprises, Inc., Santa
Isabel Enterprises, Inc., Zevada Enterprises, Inc., and
Zixta Enterprises, Inc.

Exhibit A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

**Re: Payment From *Tenorio v. Joya Food Enterprises, Inc.*, No. 21STCV28051
(Los Angeles County Superior Court)**

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

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Tenorio v. Joya Food Enterprises, Inc.*, No. 21STCV28051 (Los Angeles County Superior Court) (the “Action”).

The Action was filed against Defendants Joya Food Enterprises, Inc., Canelo Enterprises, Inc., Gonzalez Management Company, Inc., Jalos Food Enterprises, Inc., Santa Isabel Enterprises, Inc., Zevada Enterprises, Inc., and Zixta Enterprises, Inc. (“Defendants”) pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called “PAGA”). The Action was brought by a former employee of Defendants on behalf of the State of California and all allegedly “aggrieved employees” of Defendants. You have been identified as one of the employees on whose behalf the case was brought.

The Plaintiff in the Action claimed that Defendants owed civil penalties recoverable under PAGA for alleged violations of the California Labor Code and California Wage Orders. Defendants deny that they violated the Labor Code or California Wage Orders. Moreover, in agreeing to this settlement, Defendants do not admit that they are liable in any way for any penalties.

The Court has not ruled on the merits of the Action but it has approved the settlement of PAGA civil penalties, of which 75% will be paid to the California Labor and Workforce Development Agency, and the remaining 25% will be paid to aggrieved employees. Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties.

Aggrieved employees, other than Plaintiff, will not be deemed to have released any individual wage and hour claims based on alleged violations of the Labor Code or of a California Wage Order, for which they have a private right of action, by virtue of the Settlement.

You are not a party to this lawsuit, but you and the government will be bound by the settlement in this matter as to civil penalties. If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter).

Very Truly Yours,

[Administrator]