

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Erika Lizeth Merino Alejandro, Nicholas Ceballos, Adriana Molina, Job Ascencio, and German Aparicio (collectively, “Plaintiffs”) and Defendants (defined below in Paragraph 1.9). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff Erika Lizeth Merino Alejandro’s PAGA lawsuit alleging wage and hour violations against Defendants, captioned *Erika Lizeth Merino Alejandro v. Santa Eastvale, Inc., et al.*, Case No. CIVSB2202254, pending in Superior Court of the State of California, County of San Bernardino.
- 1.2. “Administrator” means the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means a person employed by Defendants who worked in California as a non-exempt employee at any time during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Approval Order” means the Court Order Granting Approval of PAGA Settlement.
- 1.8. “Court” means the Superior Court of California, County of San Bernardino.
- 1.9. “Defendants” means Santa Eastvale, Inc., PKG Catering, Inc., Santa Corona Del Mar Investments, Inc., Santa UTC, Inc., Santa Mission, Inc., Santa Century, Inc., Santa LBX, Inc., Santa Los Olivos, Inc., Santa Broadway, Inc., Santa Mix, Inc. Santa Florita Investments, Inc., Santa Cerritos, Inc., Santa Jamboree Investments, Inc., Santa Play Vista Panini Investments, Inc., Santa Miguel, Inc., Santa Victoria Investments, Inc., Santa Monica Panini Investments, Inc., Santa Brassy, Inc., San Pedro, Inc., Santa Crown,

Inc. Sanana, Inc. MAH, Inc., Santa Culver, Inc., Santa Central, Inc., Santa Marina, Inc., Santa Paseo, Inc., Santa Van Nuys, Inc., Saint Real, Inc., Saint UTC, Inc., Santa Galleria, Inc., Farm Food, Inc., Santa Escondido, Inc., Santa Sunset, Inc., Santa Northridge, Inc., and Saint Park, Inc.

- 1.10. “Defense Counsel” means Brian Mills and Anne Dwyer of SNELL & WILMER L.L.P.
- 1.11. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment assuming no appeal is filed; or (b) if a timely appeal is filed, the date of final resolution of that appeal (including any requests for rehearing and/or petitions for writs of certiorari) resulting in final judicial approval of the Settlement.
- 1.12. “Gross Settlement Amount” means \$933,750.00 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Representative Service Awards, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.13. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14. “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.16. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Representative Service Awards, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees and the LWDA as PAGA Penalties.
- 1.18. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

- 1.19. “PAGA Counsel” means WILSHIRE LAW FIRM, PLC (“WLF”), BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP (“BNBD”), and CROSNER LEGAL, PC (“CL”).
- 1.20. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.21. “PAGA Notice(s)” means, collectively, the following letters sent by Plaintiffs to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a): Plaintiff Erika Lizeth Merino Alejandro’s November 23, 2021, January 28, 2022, and April 2026 PAGA notices; Plaintiff Nicholas Ceballos’s November 17, 2021 and February 24, 2022 PAGA notices; Plaintiff Adriana Molina’s August 19, 2022 and November 17, 2022 PAGA notices; Plaintiff German Aparicio’s February 13, 2024 PAGA notice; and Plaintiff Job Ascencio’s September 14, 2023 PAGA notice.
- 1.22. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.23. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.24. “PAGA Period” means the period from November 24, 2020 through September 2, 2025.
- 1.25. “PAGA Representative Service Award” means the payment to Plaintiffs for initiating the Action and providing services in support of the Action.
- 1.26. “Plaintiffs” means Erika Lizeth Merino Alejandro, Nicholas Ceballos, Adriana Molina, Job Ascencio, and German Aparicio.
- 1.27. “Released PAGA Claims” means the claims being released by the Plaintiffs and PAGA Counsel and as described in Paragraph 5 below.
- 1.28. “Released Parties” means: Defendants and each of their past, present, or future owners, parents, subsidiaries, or affiliated entities.
- 1.29. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On January 28, 2022, Plaintiff Erika Lizeth Merino Alejandro commenced this Action by filing a Complaint in San Bernardino County Superior Court, case number CIVSB2202254, seeking civil penalties pursuant to the PAGA for wage-and-hour claims, including failure to pay minimum and straight time wages, failure to pay overtime

wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages at termination, and failure to provide accurate itemized wage statements. Plaintiff Erika Lizeth Merino Alejandro was ordered to arbitrate her individual claims.

- 2.2. Plaintiff Erika Lizeth Merino Alejandro filed a demand for arbitration with AAA on August 19, 2024, AAA Case No. 01-24-0007-3780, for wage-and-hour claims, including failure to pay minimum and straight time wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages at termination, and failure to provide accurate itemized wage statements.
- 2.3. On February 28, 2022, Plaintiff Nicholas Ceballos commenced his action by filing a class action complaint in San Bernardino County Superior Court, case number CIVSB2203838, seeking damages for wage-and-hour claims, including minimum and overtime wages, failure to provide meal and rest periods, failure to provide accurate itemized wage statements, failure to reimburse for all business expenses, and failure to pay all wages when due. On May 11, 2022, Plaintiff Nicholas Ceballos filed a PAGA complaint in the San Bernardino County Superior Court, case number CIVSB221003, seeking penalties pursuant to PAGA for the same underlying Labor Code claims as the class action complaint. On May 31, 2022, at Plaintiff Nicholas Ceballos's request, the Court dismissed his class action complaint. Plaintiff was ordered to arbitrate his individual claims.
- 2.4. On January 27, 2023, Plaintiff Nicholas Ceballos submitted his Demand for Arbitration with Judicial Arbitration and Mediation Services ("JAMS"), case number 1200060472, seeking damages for individual claims, including minimum and overtime wages, failure to provide meal and rest periods, failure to provide accurate itemized wage statements, failure to reimburse for all business expenses, failure to pay all wages when due, failure to pay sick pay wages, and penalties pursuant to PAGA.
- 2.5. On November 9, 2022, Plaintiff Adriana Molina commenced her action by filing a class action complaint in Los Angeles County Superior Court, case number 22STCV35622, seeking damages for wage-and-hour claims, including failure to pay minimum and straight time wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages at termination, and failure to provide accurate itemized wage statements. On November 23, 2022, Plaintiff Adriana Molina filed a PAGA complaint in the Orange County Superior Court, case number 30-2022-01293213-CU-OE-CXC seeking penalties for the same underlying Labor Code claims as her class action complaint. Both of Plaintiff Adriana Molina's actions were ordered to individual arbitration.
- 2.6. Plaintiff Adriana Molina filed a demand for arbitration with Judicate West on June 6, 2024, case number A319478, alleging wage and hour claims, including failure to pay minimum and straight time wages, failure to pay overtime wages, failure to provide

meal periods, failure to authorize and permit rest periods, failure to timely pay final wages at termination, and failure to provide accurate itemized wage statements.

- 2.7. On June 27, 2024, Plaintiff Job Ascencio filed his Demand for Arbitration with Judicate West, case number A318243 seeking damages for individual claims, including failure to pay minimum and straight time wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages at termination, and failure to provide accurate itemized wage statements.
- 2.8. On June 28, 2024, Plaintiff German Aparicio filed his Demand for Arbitration with Judicate West, case number A318269 seeking damages for individual claims, including failure to pay minimum and straight time wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages at termination, and failure to provide accurate itemized wage statements.
- 2.9. Defendants deny the allegations made by Plaintiffs, deny any failure to comply with the laws identified in the Plaintiffs' separate actions, and deny any and all liability for the causes of action alleged.
- 2.10. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notice(s).
- 2.11. The Parties participated in a mediation on May 16, 2024 that was presided over by Todd A. Smith, Esq. The Parties did not resolve the Action at the May 16, 2024 mediation, but engaged in subsequent settlement negotiations through Mr. Smith that ultimately led to this Agreement to settle the Action.
- 2.12. Prior to mediation, Plaintiffs obtained, through informal discovery, a sampling of time and pay records for the Aggrieved Employees, as well as documents that described Defendants' policies and procedures during the PAGA Period.
- 2.13. As part of the settlement, Plaintiff Erika Lizeth Merino Alejandro agrees to seek to amend the PAGA Action Complaint to add remaining Plaintiffs included in this Settlement and their respective causes of action and all Defendants and send an amended PAGA Notice to add all causes of actions and all Defendants included in all actions and this Settlement, which shall be the "Operative Complaint". The Parties agree that in the event the Court does not grant approval of the PAGA settlement in the PAGA Action, the Parties return to the status quo as existed prior to the date the Parties sign the Agreement, the operative complaint in each lawsuit shall be the operative complaints in each lawsuit prior to this Agreement to settle, and no documents prepared or submitted to the Court relating to this Agreement shall have any impact on or be used for any purpose in the Actions or any other litigation.
- 2.14. Upon the Court entering the Approval Order and Judgment in this Action, Plaintiffs will file such documents and performs such acts as are necessary to withdraw

and/or dismiss with prejudice any and all complaints (other than the Action) and demands for arbitration filed by them.

- 2.15. The Parties, PAGA Counsel and Defense Counsel represent that, other than the actions described in this Agreement, they are not aware of any other pending matters or actions asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay \$933,750.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:

- 3.2.1. To Plaintiffs: A PAGA Representative Service Award to Plaintiffs of not more than \$15,000.00 each (\$75,000.00 total), which will be in addition to any Individual PAGA Payment the Plaintiffs are entitled to receive as Aggrieved Employees. Defendants will not oppose Plaintiffs' request for PAGA Representative Service Awards that do not exceed this amount. If the Court approves PAGA Representative Service Awards less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the PAGA Representative Service Awards using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the PAGA Representative Service Awards.
- 3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount which is currently estimated to be \$311,250.00 and PAGA Counsel Litigation Expenses Payment of not more than \$50,000.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Defendants also agree not to oppose a split of the PAGA Counsel Fees Payment as follows: WLF's share will be 40% of the total attorneys' fees awarded, BNBD's share will be 30% of the total attorneys' fees awarded, and CL's share will be 30% of the total attorneys' fees awarded. Plaintiffs and/or PAGA Counsel will file an application or motion requesting the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel

Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$15,000, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$15,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount to be paid from the Net Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 3,095 Aggrieved Employees who worked a total of 83,000 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 14 days of the Approval Order, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of Microsoft Excel spreadsheet(s). To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all PAGA Representative Service Awards, Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment, and PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred on or before the date of execution of this Agreement, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice(s), all claims arising under any federal, state, or local law, or statute, including, inter alia, those arising under the California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act, California Corporations Code, California Business and Professions Code, California Fair Employment and Housing Act, California Constitution (all as amended), and all claims arising under any law of contract and tort, as well as for discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other employment compensation, emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and costs ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, 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.

5.2. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice(s), including but not limited to, any claims for civil penalties based on Defendants' alleged failure to pay minimum, straight time, and overtime wages, failure to pay overtime, break premiums and sick pay and the regular rate of pay, failure to provide legally compliant meal periods, failure to authorize and permit rest periods, failure to timely pay final wages during employment and at termination, failure to provide accurate itemized wage statements, failure to indemnify employees for expenditure, failure to pay sick pay and supplemental sick pay, unlawful deductions, failure to produce records, failure to provide suitable seating, failure to pay tips, unlawful agreements and/or background checks, failure to provide wage notice under

Labor Code section 2810.5, failure to pay reporting time pay, failure to pay final wages at place of discharge, and unfair business practices.

- 5.3. Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice(s).

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiffs and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.
- 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have shall have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings, if any, and providing reports state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE. Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, there are approximately 3,095 Aggrieved Employees who worked 83,000 Pay Periods during the PAGA Period. In the event that the actual number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period increases by more than 10% (to more than 91,300 PAGA Pay Periods) then Defendants shall either (a) increase the Gross Settlement Amount on a proportional basis in excess of ten percent (i.e., if there were an eleven percent (11%) increase in the number of PAGA Pay Periods, then Defendants will increase the Gross Settlement Amount by 1%), or (b) roll back the PAGA Period end date to a date not earlier than August 7, 2025 for which the number of PAGA Pay Periods does not exceed 83,000.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

- 9.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not

include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1. No Admission of Liability or Representative Manageability for Other Purposes.

This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, 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 reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand,

action, cause of action, or right released and discharged by the Party in this Settlement.

- 10.6. No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7. No Publicity. Plaintiffs and PAGA 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 this case and/or the fact, amount or terms of this Settlement. Plaintiff and PAGA Counsel agree that they will not engage in any advertising or distribute any marketing materials relating to this Settlement, including but not limited to any postings on any websites maintained by PAGA Counsel; provided, however, that PAGA Counsel may state that it has settled a PAGA action against restaurant employer so long as neither Defendants nor the Plaintiffs are identified.
- 10.8. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.9. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.10. Applicable Law. All terms and conditions of this Agreement will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.11. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.12. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.13. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

- 10.14. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.15. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.16. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Benjamin H. Haber (benjamin.haber@wilshirelawfirm.com)
Daniel J. Kramer (daniel.kramer@wilshirelawfirm.com)
Chase M. Stern (chase.stern@wilshirelawfirm.com)
Wilshire Law Firm, PLC
660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017
Telephone: (213) 381-9988

Kyle Nordrehaug (kyle@bamlawca.com)
Blumenthal Nordrehaug Bhowmik De Blouw
2255 Calle Clara
La Jolla, CA 92037
Telephone: 818-451-9265

Sepideh Ardestani (sepideh@crosnerlegal.com)
Jamie K. Serb (jamie@crosnerlegal.com)
Zachary M. Crosner (zach@crosnerlegal.com)
Crosner Legal, P.C.
9440 Santa Monica Blvd., Ste 301
Beverly Hills, CA 90210
Telephone: 866-276-7637

To Defendants:

Brian Mills (bmills@swlaw.com)
Anne Dwyer (adwyer@swlaw.com)
Snell & Wilmer LLP
600 Anton Blvd Ste 1400
Costa Mesa, CA 92626
Telephone: 714-427-7000

10.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

PLAINTIFFS

Dated: 04/15/2026



Erika Merino Alejandro (Apr 15, 2026 11:35:05 PDT)

Erika Lizeth Merino Alejandro
Plaintiff

Dated: _____

Adriana Molina
Plaintiff

Dated: 04 / 20 / 2026



Job Elliot Ascencio
Plaintiff

Dated: 04 / 21 / 2026



German Aparicio
Plaintiff

Dated: _____

Nicholas Ceballos
Plaintiff

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PLAINTIFFS

Dated: 04/15/2026



Erika Merino Alejandro (Apr 15, 2026 11:35:05 PDT)

Erika Lizeth Merino Alejandro
Plaintiff

Dated: 04 / 26 / 2026



Adriana Molina
Plaintiff

Dated: _____

Job Elliot Ascencio
Plaintiff

Dated: _____

German Aparicio
Plaintiff

Dated: _____

Nicholas Ceballos
Plaintiff

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PLAINTIFFS

Dated: 04/15/2026



Erika Merino Alejandro (Apr 15, 2026 11:35:05 PDT)

Erika Lizeth Merino Alejandro
Plaintiff

Dated: _____

Adriana Molina
Plaintiff

Dated: _____

Job Elliot Ascencio
Plaintiff

Dated: _____

German Aparicio
Plaintiff

Dated: 04/21/2026



Nicholas Ceballos (Apr 21, 2026 16:14:42 PDT)

Nicholas Ceballos
Plaintiff

DEFENDANTS

Date: _____

By: _____
Title:

Approved as to Form:

SNELL & WILMER L.L.P.

Date: _____

Brian Mills
Anne Dwyer
Counsel for Defendants

**BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP**

Date: 5/4/26



Kyle Nordrehaug
Counsel for Plaintiffs

CROSNER LEGAL, P.C.

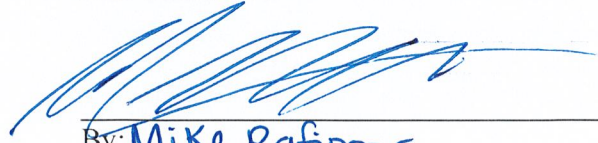
Date: April 28, 2026



Sepideh Ardestani
Jamie K. Serb
Zachary M. Crosner
Counsel for Plaintiffs

DEFENDANTS

Date: 5/11/26


By: Mike Rafipoor
Title: CEO

Approved as to Form:

Date: May 11, 2026

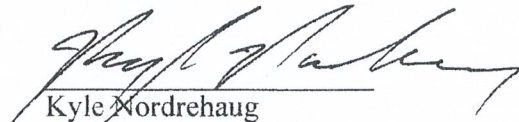
SNELL & WILMER L.L.P.



Brian Mills
Anne Dwyer
Counsel for Defendants

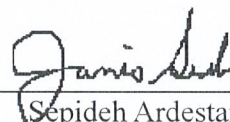
**BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP**

Date: 5/4/26


Kyle Nordrehaug
Counsel for Plaintiffs

CROSNER LEGAL, P.C.

Date: April 28, 2026


Sepideh Ardestani
Jamie K. Serb
Zachary M. Crosner
Counsel for Plaintiffs

WILSHIRE LAW FIRM

Date: 04/15/2026



Benjamin H. Haber
Daniel J. Kramer
Chase M. Stern
Counsel for Plaintiffs

AMENDMENT TO PAGA SETTLEMENT AGREEMENT

This Amendment to the Class Action and PAGA Settlement Agreement (“Amendment”) is made by and between Counsel for Plaintiffs Erika Lizeth Merino Alejandro, Nicholas Ceballos, Adriana Molina, Job Ascencio, and German Aparicio (“PAGA Counsel”) and Counsel for Defendants Santa Eastvale, Inc., PKG Catering, Inc., Santa Corona Del Mar Investments, Inc., Santa UTC, Inc., Santa Mission, Inc., Santa Century, Inc., Santa LBX, Inc., Santa Los Olivos, Inc., Santa Broadway, Inc., Santa Mix, Inc. Santa Florita Investments, Inc., Santa Cerritos, Inc., Santa Jamboree Investments, Inc., Santa Play Vista Panini Investments, Inc., Santa Miguel, Inc., Santa Victoria Investments, Inc., Santa Monica Panini Investments, Inc., Santa Brassy, Inc., San Pedro, Inc., Santa Crown, Inc. Sanana, Inc. MAH, Inc., Santa Culver, Inc., Santa Central, Inc., Santa Marina, Inc., Santa Paseo, Inc., Santa Van Nuys, Inc., Saint Real, Inc., Saint UTC, Inc., Santa Galleria, Inc., Farm Food, Inc., Santa Escondido, Inc., Santa Sunset, Inc., Santa Northridge, Inc., and Saint Park, Inc (“Defense Counsel”) in Plaintiffs’ PAGA lawsuit alleging wage and hour violations against Defendants, captioned *Erika Lizeth Merino Alejandro v. Santa Eastvale, Inc., et al.*, Case No. CIVSB2202254, pending in Superior Court of the State of California, County of San Bernardino (the “Action”).

This Amendment is made in accordance with Paragraph 10.8 (“Modification of Agreement”) of the PAGA Settlement Agreement, which states: “This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.”

PROVISIONS

1. Terms used in this Amendment are as defined in the PAGA Settlement Agreement (“Agreement”).
2. PAGA Counsel and Defense Counsel have met and conferred and stipulate to the following modifications to the Agreement:
 - a. **Paragraph 3.2.2 shall be revised to state the following:** “A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount which is currently estimated to be \$311,250.00 and PAGA Counsel Litigation Expenses Payment of not more than \$70,000.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Defendants also agree not to oppose a split of the PAGA Counsel Fees Payment as follows: WLF’s share will be 40% of the total attorneys’ fees awarded, BNBD’s share will be 30% of the total attorneys’ fees awarded, and CL’s share will be 30% of the total attorneys’ fees awarded. Plaintiffs and/or PAGA Counsel will file an application or motion requesting the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs’ Counsel arising from any claim to any portion any PAGA

Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.”

IN WITNESS WHEREOF, PAGA Counsel and Defense Counsel hereto have caused this Amendment to be executed.

Dated: 8/24/2026

CROSNER LEGAL, P.C.



Zachary Crosner, Esq.
Jamie Serb, Esq.
Matthew Crawford, Esq.

Counsel for Plaintiffs

Dated: 8/24/26

**BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP**


Kyle Nordrehaug

Counsel for Plaintiffs

Dated: 8/24/2026

WILSHIRE LAW FIRM



Benjamin H. Haber, Esq.
Chase M. Stern, Esq.

Counsel for Plaintiffs

Dated: 8/26/2026

SNELL & WILMER L.L.P.

A handwritten signature in dark ink, appearing to read 'Brian Mills', followed by a horizontal line.

Brian Mills, Esq.
Anne Dwyer, Esq.

Counsel for Defendants