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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

AMANAT WAGE AND HOUR CASES

Underlying Cases:

Quezada v Amanat, et al., Superior Court of California for the County of Alameda, Case No. 22CV005346
Department 17
Honorable Sarah Sandford-Smith

Meza v Central Coast Restaurants, Inc., et al., Superior Court of California for the County of Santa Clara, Case No. 22CV402523
Department 19
Honorable Theodore C. Zayner

Tizapantzi v. Amanat, Inc., Superior Court of California for the County of Stanislaus, Case No. CV-22-004544
Department 21
Honorable John R. Mayne

Case No.: JCCP5323
Underlying Case No. 22CV005346

Honorable Somnath Raj Chatterjee
Department 21

DECLARATION OF CHARLES T. SWEENY IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (CAL. LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT

Reservation ID:	**854544916173**
Hearing Date:	November 17, 2026
Hearing Time:	2:30 p.m.
Department:	21
Complaint Filed:	January 13, 2022
Trial Date:	None Set

DECLARATION OF CHARLES T. SWEENY

I, Charles T. Sweeny**,** hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Sweeny Law, PC. Sweeny Law, PC and Lawyers for Justice, P.C. are attorneys of record for Plaintiff Kylee Quezada ("Plaintiff"). The facts set forth in this declaration are based on my personal participation in this matter and my review of the case file and public court records, as applicable. My statements concerning proceedings predating my law firm's association into this case are based on the records described below, rather than personal observation of those proceedings. If called as a witness, I could and would competently testify concerning my participation and review of those records. Some of the facts described herein, for example, occurred prior to my law firm's association into this case, and my statements regarding those facts are thus based on the case file (which included documents that were made in the regular course of business and which my law firm has a duty to maintain in true and correct form in the regular course of business) and/or documents that are a matter of public record.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

2. I am the managing attorney of Sweeny Law, PC. I graduated from the University of San Francisco School of Law in May 2018 with a Juris Doctor degree. Prior to that, I graduated from Loyola Marymount University with a Bachelor of Arts degree. From approximately June 2017 through August 2017, I served as a judicial intern to the Honorable Cathy L. Waldor of the United States District Court for the District of New Jersey. I am admitted to practice law before all courts of the State of California. I am also admitted to practice in the Northern, Central, and Eastern United States District Courts in California, as well as the United States District Court for the District of Columbia.

3. From September 2018 to approximately July 2020, I worked for the law firm Saveri & Saveri, Inc. in San Francisco, California, first as a law clerk and after passing the July 2018 bar exam, as an Associate Attorney. My practice at Saveri & Saveri was exclusively complex class actions and derivative securities actions. I played an integral role in researching, writing, and collecting evidence to successfully oppose dispositive motions in nationwide representative actions, including an opposition to a motion for summary judgment in *In Re Domestic Airline Travel Antitrust Litigation*,

MDL Docket No. 2656, Misc. No. 15-1404 (CKK), an antitrust case in which, as of today's date, two of the four alleged conspirator airlines have agreed to settle for a total of 60 million dollars.

4. From August 2020 to May 2024, I was a Lead Litigation Attorney for the Law Firm Lawyers *for* Justice, P.C. My practice at Lawyers *for* Justice, P.C. focused on complex and contentious litigation in class actions and representative PAGA cases involving violations of the California Labor Code. During a relatively short time, I led a litigation team at Lawyers *for* Justice, P.C. that recovered tens of millions of dollars on behalf of thousands of California employees.

5. As of today's date, I have taken and defended dozens of depositions, have briefed well over 100 motions, many of which required several rounds of briefing, and the vast majority of which I argued. These motions include contested motions for class certification, motions to compel discovery, motions to compel arbitration, demurrers, motions to dismiss, motions for summary judgment, motions for summary adjudication, *ex parte* applications for various relief, motions to remand, motions for reconsideration, petitions for coordination, and motions for consolidation, among many others. I have also briefed several appeals, none of which I have lost, either because the Courts of Appeal decided in my favor or because settlement was reached prior to a decision. I have litigated close to 300 putative class and/or representative actions under the California Private Attorneys General Act ("PAGA"). This includes working to obtain class certification through contested motion practice, as well as working with co-counsel preparing for trial and handling appeals in a certified class action with a class of over 2,000 individuals.

6. I have been appointed Plaintiff's Counsel by way of contested motion for class certification. I have also been appointed Plaintiff's Counsel by way of stipulation. Over my career, I have led litigation efforts for at least 60 putative representative wage and hour cases that settled on a class-wide or statewide basis.

7. In addition, since launching Sweeny Law, PC in 2024, under my leadership, the firm has built a litigation practice defined not merely by the matters it handles, but by its ability to confront unusually difficult legal and procedural problems and turn sophisticated advocacy into concrete results. Although complex wage-and-hour class actions and representative actions under the Private Attorneys General Act ("PAGA") comprise a large portion of the work this firm handles, our work

also extends to high-stakes commercial and co-founder disputes involving contested contractual rights, equity ownership and vesting, valuation issues, and significant cross-border implications. The firm's practice encompasses fiercely contested motions regarding potentially case-dispositive contractual obligations, extensive adversarial law-and-motion practice, and hard-fought discovery disputes. The firm's work demands careful navigation of the interplay between proceedings in different fora, the rights of absent putative class members, and the procedural protections necessary to preserve meaningful access to relief.

8. Among other results, Sweeny Law has successfully obtained relief preventing arbitration agreements solicited from putative class members during pending litigation from being used to exclude those employees from the action, together with corrective-notice protections and restrictions on further unilateral communications concerning the case. The firm prides itself on rigorous analysis of competing authorities, precise procedural strategy, sustained evidentiary development, and the ability to press difficult arguments through highly contested proceedings. This same challenging work informs the firm's settlement practice, in which we have repeatedly obtained judicial approval of substantial class and representative-action resolutions, and together with hourly rates of co-counsel, Sweeny Law has had a combined $850 hourly rate applied for purposes of lodestar cross-check, recognizing the complexity of the claims, the risk of non-recovery, and the substantial results achieved.

9. In a remarkably short time, Sweeny Law has developed a record of tenacious, analytically demanding advocacy that reaches well beyond routine employment litigation and demonstrates the firm's capacity to handle sophisticated disputes with substantial financial stakes and formidable procedural obstacles.

THE LAWSUIT

10. Defendants operate Jack in the Box franchise restaurants in California. During the relevant period, Defendants collectively operated at least seventy-three locations in California. Plaintiff Kylee Quezada is one of Defendants' former employees.

11. Prior to commencing this lawsuit, on November 9, 2021, Plaintiff provided the LWDA and Defendants Amanat, Inc.; Anand, Inc.; Akkam, Inc.; Central Coast Restaurants, Inc.; Nor-Cal

Venture Group, Inc.; AV Inc.; Resham, Inc.; Golden State Cafe, Inc.; Parivar, Inc.; Vanil, Inc.; Reshiv, Inc.; Vanmel, Inc.; Varris Management, Inc.; Vansh, Inc.; Yadav Enterprises, Inc.; Yadav, Inc.; and Anil Yadav, with written notice of her intent to assert a claim for civil penalties under PAGA against them and their unnamed affiliates (the "Original PAGA Notice").

12. On January 13, 2022, Plaintiff filed a Complaint for Enforcement Under PAGA against the parties named in the Original PAGA Notice (the "Originally Named Defendants"), under Case No. 22CV005346 (the "Action"). Her core allegation is that the Originally Named Defendants and their unnamed affiliates violated the California Labor Code by engaging in a uniform practice and procedure of failing to pay their nonexempt workforce proper overtime and minimum wages, failing to provide compliant meal and rest periods and associated premiums, failing to pay timely wages during employment and upon termination of employment, failing to provide complete and accurate itemized wage statements, failing to keep complete and accurate payroll records, and failing to reimburse necessary business-related expenses and costs.

13. On October 6, 2022, Originally Named Defendants filed an Answer to the Operative Complaint, asserting that they have always maintained legally compliant employment policies and practices. Defendants continue to deny that they violated the California Labor Code.

14. In May 2022, the parties agreed to stay formal discovery while pursuing informal discovery and early mediation. After the United States Supreme Court decided *Viking River Cruises, Inc. v. Moriana*, Defendants moved in January 2023 to compel arbitration of Plaintiff's individual PAGA claim and dismiss her non-individual PAGA claim. The parties thereafter stipulated to continuances of the motion's hearing and briefing schedule to facilitate information exchange, mediation, and reconciliation of Defendants' time-and-wage data. Following the California Supreme Court's decision in *Adolph v. Uber Technologies, Inc.*, which confirmed that compelling individual PAGA claims to arbitration does not eliminate an aggrieved employee's standing to litigate non-individual PAGA claims in court, Defendants withdrew their motion on April 17, 2024.

15. On February 29, 2024, the parties participated in a full-day mediation before the Honorable Richard L. Gilbert, a respected former judge and mediator with experience in complex labor and employment matters. Although the matter did not resolve at mediation, the parties

continued to litigate extensively.

16. On April 25, 2024, the Court dropped the motion and stayed the Action pending the Judicial Council's decision on Plaintiff's coordination petition.

17. Meanwhile, on August 29, 2022, an individual named Claudia Meza filed a separate PAGA enforcement action in Santa Clara County Superior Court, *Meza v. Central Coast Restaurants, Inc., et al.*, Case No. 22CV402523, against the same corporate defendants named in Quezada's earlier-filed Action. Meza had submitted her LWDA notice on June 24, 2022, after Quezada's November 9, 2021 notice and January 13, 2022 complaint. Plaintiff's counsel reviewed the action and identified substantial overlap between the two actions' underlying Labor Code theories and covered employees, including alleged failures to pay overtime and minimum wages, provide compliant meal and rest periods, timely pay wages during employment and upon termination, provide compliant wage statements, and reimburse necessary business expenses. These overlapping allegations presented common questions concerning Defendants' wage-and-hour practices and created the prospect of duplicative discovery, motion practice, and inconsistent rulings in separate courts.

18. In light of these substantially overlapping claims, on March 21, 2024, Plaintiff petitioned to coordinate this Action with *Meza v. Central Coast Restaurants, Inc., et al.*, Santa Clara County Superior Court Case No. 22CV402523, and *Tizapantzi v. Amanat, Inc.*, Stanislaus County Superior Court Case No. CV-22-004544. The Tizapantzi action does not allege PAGA claims. Originally Named Defendants and Plaintiff Meza opposed coordination. Meza filed a written opposition on April 12, 2024, requesting denial of the petition and that no coordination motion judge be assigned. The Judicial Council appointed a coordination motion judge to consider the petition. Obtaining coordination required sustained work beyond preparing the petition and supporting papers. Plaintiff's counsel contested a November 2024 tentative ruling denying coordination, presented argument concerning the unavailability of alternative procedural mechanisms for bringing the actions together, and continued to advocate for coordination at hearings in January and February 2025.

19. At the February 25, 2025 hearing, the Court ruled in favor of coordination. The written coordination order followed on April 22, 2025, coordinating all three actions for pretrial purposes in Alameda County Superior Court under the title Amanat Wage and Hour Cases, JCCP No. 5323. The

coordination-related stay remained in effect pending entry of the written order. Although that order was entered on April 22, 2025, Plaintiff's counsel did not receive notice until May 6, 2025, and promptly filed notice in the underlying proceedings. During the coordination-related stay, Plaintiff's counsel continued pursuing coordination and discussing settlement with Defendants following the February 29, 2024 mediation.

20. On March 14, 2024, Plaintiff served Form Interrogatories—General (Set One) and Special Interrogatories (Set One) on each of the 17 then-named Defendants, including the 16 corporate defendants and Anil Yadav. That same day, Plaintiff served Amanat, Inc. with Special Interrogatories (Set Two), Requests for Production of Documents (Set One), and PMK deposition notices with document requests for depositions noticed for April 15 and April 16, 2024.

21. On March 19, 2024, Plaintiff served Amanat, Inc. with Special Interrogatories (Set Three), Requests for Production of Documents (Set Two), and another PMK deposition notice with document requests for a deposition noticed for April 17, 2024. Amanat's first set of requests for production included 84 document requests.

22. Plaintiff's written discovery and PMK notices sought information and documents regarding Defendants' organizational structure; the identities, job classifications, duties, and compensation of hourly and non-exempt employees; timekeeping systems and practices; meal and rest period policies and practices; payroll and wage-statement records; reimbursement policies; employment policies and acknowledgments; and matters relevant to the alleged PAGA violations. Defendants served written responses on April 16, 2024, and April 22, 2024, and objected to the three noticed PMK depositions and did not produce PMK witnesses on the originally noticed dates.

23. For several months, Plaintiff attempted to meet and confer with Defendants regarding discovery and future case progress, including the uncompleted PMK depositions and related document demands. In July 2025, Defendants' long-time counsel throughout this litigation, Akerman LLP, was replaced by in-house counsel, Steven M. Kries.

24. Meanwhile, following receipt of notice of the written coordination order, Plaintiff's counsel worked to coordinate further discovery and met and conferred with Defendants regarding discovery and case progression. Plaintiff, in coordination with Plaintiff Meza, noticed PMK

depositions of Amanat, Inc. and Central Coast Restaurants, Inc. for July 18 and July 21, 2025, respectively, with accompanying document demands, and Anil Yadav's deposition for July 22, 2025.

25. Disputes arose after Defendants neither served objections to the notices nor produced witnesses. Plaintiff's counsel raised these issues with Defendants' in-house counsel and conveyed Plaintiff's position that objections had been waived and that the depositions should proceed and the demanded documents should be produced without objection. Plaintiff also presented that position to the Court in the August 12, 2025 case management conference statement, and the following August 18, 2025 case management conference.

26. However, Gordon Rees Scully Mansukhani, LLP, Defendants' current counsel, later took over for in-house counsel, and continued outstanding discovery discussions. During the transition to current defense counsel, the Parties renewed settlement negotiations, building on the February 29, 2024 mediation and the settlement discussions that continued during the coordination proceedings. These renewed discussions continued in 2025 and 2026. Those negotiations occurred after the litigation and discovery described above, and after the parties had further evaluated the claims, defenses, available evidence, potential exposure, and risks associated with continued representative-action litigation.

27. On June 10, 2026, Plaintiff filed an amended PAGA Notice (the "Amended PAGA Notice"), which included additional facts and theories, and substituted specific entities that only were previously identified, generally, as "affiliates" or "subsidiaries," of the Defendants that were named in the Original PAGA Notice. Plaintiff believed these amendments were warranted based on the records obtained in advance of mediation and information received thereafter.

28. Following extensive continued negotiations, the Parties exchanged several drafts of a long-form settlement agreement and reached the Settlement Agreement described herein, which was fully executed on August 24, 2026. The Parties also agreed to stipulate to leave for Plaintiff to file a proposed First Amended Complaint for Enforcement Under the Private Attorneys General Act corresponding to the Amended PAGA Notice. Today, the Parties filed their stipulation for leave to file that proposed First Amended Complaint, concurrently with Plaintiff's motion for approval of the Settlement and this declaration. The stipulation requests leave to amend; the proposed First Amended

Complaint remains subject to the Court's approval. The Settlement Agreement, the motion, and the supporting papers, including this declaration, are being submitted to the LWDA concurrently with today's filing.

THE SETTLEMENT REACHED IN THE ACTION

29. Marked and attached hereto as "**EXHIBIT 1**" is the Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement"), entered into between Plaintiff Kylee Quezada, for herself and on behalf of the State of California with respect to Aggrieved Employees pursuant to the Private Attorneys General Act, and Defendants Akkam, Inc., Amanat, Inc., Anand, Inc., AV Inc., Cal Valley Jack, Inc., Central Coast Restaurants, Inc., Golden State Café, Inc., Golden State Jacks, Inc., North Bay Jack, Inc., Nor-Cal Venture Group, Inc., Parivar, Inc., Resham, Inc., Reshiv, Inc., South Bay Jack, Inc., Shiv Legacy, LLC, Turlock Jack, LLC, Vanmel, Inc., Vansh, Inc., Varris Management, Inc., Yadav, Inc., YP 486, LLC, and YP Jacks LLC (collectively "Defendants"). The parties have also drafted and agreed to the form and content of the proposed informational cover letter ("Cover Letter") for mailing to Aggrieved Employees when Individual Settlement Shares are distributed to them, in substantially the form attached as Exhibit A to the Settlement Agreement and as "EXHIBIT A" to the [Proposed] Order and Judgment Granting Approval of Private Attorneys General Act Settlement Agreement and Release, Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs. The Court is respectfully requested to approve the proposed Cover Letter.

30. The Settlement pertains to the following allegedly aggrieved employees: all current and former hourly-paid or non-exempt employees of Defendants who worked at a Jack in the Box restaurant in the State of California at any time during the PAGA Period ("Aggrieved Employees"). The "PAGA Period" means the period from November 9, 2020 to May 18, 2026. Based on information exchanged before and after mediation, the Settlement covers approximately 17,861 Aggrieved Employees. Defendants have represented that the Aggrieved Employees worked no greater than 392,140 Compensable Pay Periods during the PAGA Period, subject to the escalation provision in Section 3(a)(5) of the Settlement Agreement. These population and pay-period figures reflect information provided by Defendants; counsel's evaluation of potential exposure separately involved

analysis of the time and payroll records produced. The Settlement will release the covered claims for PAGA penalties.

31. Plaintiff has satisfied the prerequisites under California Labor Code section 2699.3(a), including, but not limited to, providing the California Labor and Workforce Development Agency ("LWDA") and the employer with written notice of the specific provisions of the California Labor Code that are alleged to have been violated, including the facts and theories to support the alleged violations, by way of written correspondence on behalf of Plaintiff Kylee Quezada that was dated November 9, 2021 ("Original PAGA Notice") and the amended PAGA Notice that was dated June 10, 2026 ("Amended PAGA Notice") (collectively, "the Notices"). The Notices were sent by U.S. Certified Mail to the employers and submitted to the LWDA by way of online submission on the LWDA's website. Aside from confirmation of receipt of the Notices, the LWDA did not respond to the PAGA Notice. A true and correct copy of Plaintiff's Original PAGA Notice is attached hereto as "**EXHIBIT 2**" and a true and correct copy of the Amended PAGA Notice is attached hereto as "**EXHIBIT 3**."

32. Defendants have agreed to pay the gross amount of Four Million Six Hundred Thousand Dollars and Zero Cents ($4,600,000.00) ("Total Settlement Amount"). The Settlement Agreement defines the "Net Settlement Amount" as the Total Settlement Amount less the Court-approved Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs. Plaintiff requests approval of the following amounts: (1) Attorneys' Fees and Costs in the amount of $1,610,000.00 for attorneys' fees and $19,302.51 for reimbursement of litigation costs and expenses to Sweeny Law, PC and Lawyers *for* Justice, PC ("Plaintiff's Counsel"); (2) General Release Fee in the amount of $10,000.00 to Plaintiff; and (3) Settlement Administration Costs of $57,746.92 to the PAGA Settlement Administrator. Assuming that the requested Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs are approved by the Court, the Net Settlement Amount is estimated to be approximately $2,902,950.57. The Net Settlement Amount will be distributed to the LWDA and the Aggrieved Employees pursuant to California Labor Code section 2699(i). Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA, which is estimated to be $2,177,212.93 ("LWDA Payment"), and twenty-five percent (25%) of the Net Settlement

Amount, which is estimated to be $725,737.64 ("Employees' Portion"), will be distributed to the Aggrieved Employees on a *pro rata* basis, based on the number of pay periods they each worked during the PAGA Period ("Compensable Pay Periods"). The parties have agreed to retain Phoenix Class Action Settlement Administrators ("Phoenix" or "PAGA Settlement Administrator") to handle the administration of the Settlement, and the Court is respectfully requested to appoint Phoenix to serve as the PAGA Settlement Administrator. The Settlement Administration Costs are estimated to be $57,746.92 and will be paid out of the Total Settlement Amount, subject to approval by the Court.

33. Under Sections 5(c) and 7(a) of the Settlement Agreement, Defendants will fund the Total Settlement Amount in four equal installments over the stated eighteen-month payment period. The first installment is due within thirty calendar days of the Effective Date or by January 31, 2027, whichever is later; each of the remaining three installments is due at successive 180-day intervals thereafter. Any installment due on a Saturday, Sunday, or California legal holiday is due on the next day that is not a Saturday, Sunday, or California legal holiday. The Effective Date is defined in Section 5(a) by reference to the resolution of any appeal approving the Settlement and the expiration of the applicable period for appeal or other judicial review without review being sought. Defendants must provide the Aggrieved Employees List within fourteen calendar days after the Court's approval order. Under Section 7(c)–(g), distributions are due within fourteen calendar days after the Administrator receives both that list and the Total Settlement Amount, subject to the address-search and re-mailing procedures, any alternative instructions from Plaintiff's Counsel concerning Attorneys' Fees and Costs, and the requirement that the Administrator pay itself only after mailing the PAGA Settlement Packages. Thus, the Agreement provides for installment funding by Defendants, not installment distributions to Aggrieved Employees as each installment is received. Under Section 8, the releases become effective only upon Court approval and full funding of the Total Settlement Amount.

THE LITIGATION AND WORK PERFORMED BY PLAINTIFF'S COUNSEL

34. The effectiveness of Plaintiff's Counsel in prosecuting this case has translated into tangible monetary benefits for Plaintiff, Aggrieved Employees, and the State of California in the following respects: (1) a defined funding and distribution schedule, subject to Court approval and the Effective Date, rather than the uncertain timing and outcome of continued litigation; (2) an agreed

monetary recovery, subject to Court approval and Defendants' performance of their funding obligations, that compares favorably with other similar representative action settlements; and (3) significant savings in fees and costs which would have only increased significantly had the case progressed through trial and/or appeals.

35. Following pre-mediation investigation, informal discovery, and the exchange and analysis of information, data, and documents, the parties participated in extensive settlement discussions and negotiations to try to resolve the above-captioned lawsuit. These efforts included participating in a full-day, formal mediation on February 29, 2024, conducted by the Honorable Richard L. Gilbert, a well-respected former judge and mediator experienced in mediating complex labor and employment matters, at which the matter did not resolve. Plaintiff subsequently served formal discovery in March 2024, as described above, and counsel continued evaluating the claims and defenses through further discovery efforts and lengthy post-mediation settlement discussions. In the course of mediation and settlement negotiations (including post-mediation settlement discussions), the Parties discussed all aspects of the case, including the risks and delays of further litigation and proceeding with trial, as well as the law relating to representative PAGA actions, off-the-clock theories, meal and rest periods, regular rate of pay, rounding, non-payment of premiums, unreimbursed business expenses, wage statements, and wage-and-hour enforcement, the evidence produced and analyzed, and the possibility of bifurcation of discovery and/or trial and appeals, among other things. During all settlement discussions, including post-mediation settlement discussions, the parties negotiated at arm's length and in an adversarial position.

36. Prior to reaching the Settlement, the parties investigated the veracity, strength, and scope of the PAGA claim and allegations, and were preparing for trial. Plaintiff conducted significant investigation and formal and informal discovery and exchange of information, documents, and data regarding the facts of the case, including, but not limited to, the review, consideration, and analysis of extensive information, documents, and data obtained from Plaintiff, Defendants, and other sources. Plaintiff's Counsel propounded multiple sets of formal written discovery requests on Defendants (specifically, Requests for Production of Documents (Sets One and Two), Special Interrogatories (Sets One, Two, and Three), and Form Interrogatories – General (Set One)), and reviewed Defendants'

objections and responses thereto. Additionally, Plaintiff's Counsel noticed the depositions of Defendants' Person Most Knowledgeable designees regarding organizational structure and wage and hour practices, along with requests for production of documents. The information, documents, and data that were reviewed and analyzed by Plaintiff's Counsel included, and were not limited to: Plaintiff's employment records, Aggrieved Employees' time and payroll data, company policies, internal memoranda, company policy acknowledgements, Defendants' operations and employment practices, Defendants' forms, procedures, and policies, among other information and documents. Counsel for the Parties undertook significant investigation, and also invested time reviewing and analyzing relevant information, documents, and data to evaluate the PAGA claim and related allegations, including calculating the potential monetary recovery under PAGA. Other work performed by Plaintiff's Counsel included, but was not limited to: meeting and conferring with Defendants' counsel regarding the pleadings, case management, discovery, mediation, and settlement negotiations, among other issues; case strategy and analysis; researching, drafting, reviewing, and revising pleadings, court filings, motion-related papers (e.g., papers concerning opposition to Defendants' motion to compel arbitration, Plaintiff's petition for coordination, and Plaintiff's settlement approval motion), briefs for settlement negotiations and mediation, and the settlement agreement; propounding written discovery requests and notices of depositions of Defendants' persons most knowledgeable designees; claims evaluation and analysis; preparing for and participating in settlement negotiations and the mediation; and appearing for court proceedings, among other things.

37. Based on investigation and information discovered, Plaintiff's Counsel believe the Settlement is a compromise of highly disputed claims. Plaintiff and her counsel recognize the expense and length of continued proceedings necessary to pursue the matter through trial and any possible appeals. Plaintiff and her counsel have also taken into account the uncertainty and risk of the outcome of further litigation, the difficulties and delays inherent in such litigation, and are also aware of the burdens of proof necessary to establish liability, and the difficulties in establishing Defendants' liability and the right to recover penalties (in addition to the Court's ability to greatly reduce the penalties and not allow stacking). Plaintiff and her counsel have also taken into account Defendants' agreement to enter into a settlement that confers significant relief upon the Aggrieved Employees and the State of

California.

38. While Plaintiff's Counsel disagreed with Defendants' arguments and factual contentions, Plaintiff's Counsel recognized the circumstances and realities of the case, applicable case law and regulations, the extensive time and pay records produced by Defendants, the costs and expenses of further litigation, and risks to recovery, and applied appropriate discounts for them. The risks considered also included the possibility that the Court, after determining statutory penalty exposure under the applicable provisions, would exercise its discretion to reduce that exposure using a per-employee measure. The per-employee benchmarks below are settlement-valuation assumptions reflecting that risk, not statutory penalty formulas or maximum-exposure calculations. Additional discounts address separate merits risks and the possibility of further discretionary reductions. Plaintiff's Counsel calculated the potential and realistic values of each theory of liability under PAGA. Plaintiff's Counsel performed an extensive analysis of each and every theory of PAGA liability prior to entering into the Settlement, and calculated the potential and realistic values of each theory of liability as follows:

i. Minimum Wage Violations: Labor Code section 1197.1 prescribes penalties of $100 for an initial violation and $200 for each subsequent violation. For settlement valuation, accounting for the risk of a discretionary per-employee reduction of statutory penalties as discussed in *Taduran v. James R. Glidewell, Dental Ceramics, Inc.* (2026) 121 Cal.App.5th 197, modified at 121 Cal.App.5th 383 ["*Taduran*"], review granted Sept. 2, 2026, S297762,[1] an exposure benchmark of $100 was applied for each of the estimated 17,861 Aggrieved Employees during the PAGA Period, yielding $1,786,100 (17,861 Aggrieved Employees × $100). Additionally, a 35% discount was applied to

[1] Although review was granted in *Taduran*, the California Supreme Court has deferred further action in its review pending consideration and disposition of related issues in *Cash v. County of Los Angeles,* S291827 ("*Cash*"). According to the California Supreme Court's website, the two issues in *Cash* are involve the across-the-board reduction of attorneys' fees. In other words, it appears from undersigned that *Taduran*'s analysis of attorneys' fees – which it analyzed separately from the discretionary reduction of PAGA penalties – is being reviewed by our Supreme Court. Thus, while Cal. Rules of Court, rule 8.1115(e)(1) renders *Taduran* non-binding, pending SCOCA review, the decision remains citable for potentially persuasive value, and its reasoning that trial courts may apply PAGA penalties on a per-employee basis instead of a per-period-basis, and suggesting that the Court has broad discretion to drastically reduce PAGA penalties for technical violations is persuasive especially given that the review might be primarily concerned with the separate question of attorneys' fees.

account for the risks associated with succeeding on the merits and establishing liability, and a final discount of 75% was applied to account for the risks associated with the Court further reducing penalties upon finding that such an award would be unjust, arbitrary, oppressive, or confiscatory. As a result, Plaintiff's counsel calculated an overall risk-adjusted value of this claim as being closer to $290,241.25.

ii. Overtime Violations: Labor Code section 558 prescribes penalties of $50 for an initial violation and $100 for each subsequent violation. For settlement valuation, accounting for the risk of a discretionary per-employee reduction of statutory penalties, an exposure benchmark of $50 was applied for each of the estimated 17,861 Aggrieved Employees during the PAGA Period, yielding $893,050 (17,861 Aggrieved Employees × $50). Additionally, a 35% discount was applied to account for the risks associated with succeeding on the merits and establishing liability, and a final discount of 75% was applied to account for the risks associated with the Court further reducing penalties upon finding that such an award would be unjust, arbitrary, oppressive, or confiscatory. As a result, Plaintiff's counsel calculated an overall risk-adjusted value of this claim as being closer to $145,120.63.

iii. Meal Period Violations: Labor Code section 558 prescribes penalties of $50 for an initial violation and $100 for each subsequent violation. Here, applying the initial pay period rate of $50 to 12% of the estimated 392,140 Compensable Pay Periods, which Plaintiff's counsel believed was appropriate based on expert review of the sampled time and pay records, created a starting point of $2,352,840 ($50 x 47,056.80 pay periods). From there, a discount of 30% was applied to account for the risks associated with the Court reducing this claim to avoid stacked penalties, a discount of 25% was applied to account for the risks associated with succeeding on the merits and establishing liability, and a final discount of 50% was applied to account for the risks associated with the Court reducing penalties upon finding that such an award would be unjust, arbitrary, oppressive, or confiscatory (bringing the value of this claim closer to $617,620.50).

iv. Rest Period Violations: Labor Code section 558 prescribes penalties of $50 for an initial violation and $100 for each subsequent violation. Here, applying the initial pay period rate of $50 to 33% of the estimated 392,140 Compensable Pay Periods, which Plaintiff's counsel believed was appropriate based on their investigations, created a starting point of $6,470,310.00 ($50 x 129,406.20 pay periods). From there, a discount of 30% was applied to account for the risks associated with the Court reducing this claim to avoid stacked penalties, a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability, and a final discount of 50% was applied to account for the risks associated with the Court reducing penalties upon finding that such an award would be unjust, arbitrary, oppressive, or confiscatory (bringing the value of this claim closer to $679,382.55).

v. Violations for Untimely Wages During Employment: Labor Code section 2699 prescribes penalties of $100 for an initial violation and $200 for each subsequent violation. For settlement valuation, accounting for the risk of a discretionary per-employee reduction of statutory penalties, an exposure benchmark of $100 was applied for each of the estimated 17,861 Aggrieved Employees during the PAGA Period, yielding $1,786,100 (17,861 Aggrieved Employees × $100). Additionally, a 35% discount was applied to account for the risks associated with succeeding on the merits and establishing liability, and a final discount of 90% was applied to account for the risks associated with the Court further reducing penalties upon finding that such an award would be unjust, arbitrary, oppressive, or confiscatory. As a result, Plaintiff's counsel calculated an overall risk-adjusted value of this claim as being closer to $116,096.50.

vi. Violations for Untimely Final Wages: Labor Code section 2699 prescribes penalties of $100 for an initial violation and $200 for each subsequent violation. For settlement valuation, accounting for the risk of a discretionary per-employee reduction of statutory penalties, an exposure benchmark of $100 was applied for each of the estimated 17,861 Aggrieved Employees during the PAGA Period, yielding $1,786,100 (17,861

Aggrieved Employees × $100). Additionally, a 35% discount was applied to account for the risks associated with succeeding on the merits and establishing liability, and a final discount of 25% was applied to account for the risks associated with the Court further reducing penalties upon finding that such an award would be unjust, arbitrary, oppressive, or confiscatory. As a result, Plaintiff's counsel calculated an overall risk-adjusted value of this claim as being closer to $870,723.75.

vii. Wage Statement Violations: According to Gunther v. Alaska Airlines, Inc. (2021) 72 Cal.App.5th 334, in this instance, Labor Code section 2699 would be the appropriate penalty for wage statement violations that are inaccurate, which prescribes penalties of $100 for an initial violation and $200 for each subsequent violation. For settlement valuation, accounting for the risk of a discretionary per-employee reduction of statutory penalties, an exposure benchmark of $100 was applied for each of the estimated 17,861 Aggrieved Employees during the PAGA Period, yielding $1,786,100 (17,861 Aggrieved Employees × $100). Additionally, a 15% discount was applied to account for the risks associated with succeeding on the merits and establishing liability, and a final discount of 85% was applied to account for the risks associated with the Court further reducing penalties upon finding that such an award would be unjust, arbitrary, oppressive, or confiscatory. As a result, Plaintiff's counsel calculated an overall risk-adjusted value of this claim as being closer to $227,727.75.

viii. Violations Associated with Payroll Record Noncompliance: Labor Code section 2699 prescribes penalties of $100 for an initial violation and $200 for each subsequent violation. For settlement valuation, accounting for the risk of a discretionary per-employee reduction of statutory penalties, an exposure benchmark of $100 was applied for each of the estimated 17,861 Aggrieved Employees during the PAGA Period, yielding $1,786,100 (17,861 Aggrieved Employees × $100). Additionally, a 35% discount was applied to account for the risks associated with succeeding on the merits and establishing liability, and a final discount of 95% was applied to account for the risks associated with the Court further reducing penalties upon finding that such an

award would be unjust, arbitrary, oppressive, or confiscatory. As a result, Plaintiff's counsel calculated an overall risk-adjusted value of this claim as being closer to $58,048.25.

ix. Violations for Unreimbursed Business Expenses: Labor Code section 2699 prescribes penalties of $100 for an initial violation and $200 for each subsequent violation. For settlement valuation, accounting for the risk of a discretionary per-employee reduction of statutory penalties, an exposure benchmark of $100 was applied for each of the estimated 17,861 Aggrieved Employees during the PAGA Period, yielding $1,786,100 (17,861 Aggrieved Employees × $100). Additionally, a 50% discount was applied to account for the risks associated with succeeding on the merits and establishing liability, and a final discount of 75% was applied to account for the risks associated with the Court further reducing penalties upon finding that such an award would be unjust, arbitrary, oppressive, or confiscatory. As a result, Plaintiff's counsel calculated an overall risk-adjusted value of this claim as being closer to $223,262.50.

x. Violations of Paid Sick Leave: Labor Code section 2699 prescribes penalties of $100 for an initial violation and $200 for each subsequent violation. For settlement valuation, accounting for the risk of a discretionary per-employee reduction of statutory penalties, an exposure benchmark of $100 was applied for each of the estimated 17,861 Aggrieved Employees during the PAGA Period, yielding $1,786,100 (17,861 Aggrieved Employees × $100). Additionally, a 35% discount was applied to account for the risks associated with succeeding on the merits and establishing liability, and a final discount of 30% was applied to account for the risks associated with the Court further reducing penalties upon finding that such an award would be unjust, arbitrary, oppressive, or confiscatory. As a result, Plaintiff's counsel calculated an overall risk-adjusted value of this claim as being closer to $812,675.50.

xi. Violations of One Day's Rest: Labor Code section 558 prescribes penalties of $50 for an initial violation and $100 for each subsequent violation. For settlement valuation, accounting for the risk of a discretionary per-employee reduction of statutory penalties,

an exposure benchmark of $50 was applied for each of the estimated 17,861 Aggrieved Employees during the PAGA Period, yielding $893,050 (17,861 Aggrieved Employees × $50). Additionally, a 50% discount was applied to account for the risks associated with succeeding on the merits and establishing liability, and a final discount of 90% was applied to account for the risks associated with the Court further reducing penalties upon finding that such an award would be unjust, arbitrary, oppressive, or confiscatory. As a result, Plaintiff's counsel calculated an overall risk-adjusted value of this claim as being closer to $44,652.50.

xii. Violations of Reporting Time Pay: Labor Code section 558 prescribes penalties of $50 for an initial violation and $100 for each subsequent violation. For settlement valuation, accounting for the risk of a discretionary per-employee reduction of statutory penalties, an exposure benchmark of $50 was applied for each of the estimated 17,861 Aggrieved Employees during the PAGA Period, yielding $893,050 (17,861 Aggrieved Employees × $50). Additionally, a 75% discount was applied to account for the risks associated with succeeding on the merits and establishing liability, and a final discount of 90% was applied to account for the risks associated with the Court further reducing penalties upon finding that such an award would be unjust, arbitrary, oppressive, or confiscatory. As a result, Plaintiff's counsel calculated an overall risk-adjusted value of this claim as being closer to $22,326.25.

xiii. Unlawful Tip Pooling: Labor Code section 2699 prescribes penalties of $100 for an initial violation and $200 for each subsequent violation. For settlement valuation, accounting for the risk of a discretionary per-employee reduction of statutory penalties, an exposure benchmark of $100 was applied for each of the estimated 17,861 Aggrieved Employees during the PAGA Period, yielding $1,786,100 (17,861 Aggrieved Employees × $100). Additionally, a 35% discount was applied to account for the risks associated with succeeding on the merits and establishing liability, and a final discount of 90% was applied to account for the risks associated with the Court further reducing penalties upon finding that such an award would be unjust, arbitrary,

oppressive, or confiscatory. As a result, Plaintiff's counsel calculated an overall risk-adjusted value of this claim as being closer to $116,096.50.

xiv. Failure to Provide Suitable Seating: Labor Code section 2699 prescribes penalties of $100 for an initial violation and $200 for each subsequent violation. For settlement valuation, accounting for the risk of a discretionary per-employee reduction of statutory penalties, an exposure benchmark of $100 was applied for each of the estimated 17,861 Aggrieved Employees during the PAGA Period, yielding $1,786,100 (17,861 Aggrieved Employees × $100). Additionally, a 75% discount was applied to account for the risks associated with succeeding on the merits and establishing liability, and a final discount of 50% was applied to account for the risks associated with the Court further reducing penalties upon finding that such an award would be unjust, arbitrary, oppressive, or confiscatory. As a result, Plaintiff's counsel calculated an overall risk-adjusted value of this claim as being closer to $223,262.50.

xv. Interference with Right to Discuss Wages, Working Conditions, and Related Retaliation: Labor Code sections 232 and 232.5 prohibit restrictions on employees' disclosure of wages and working conditions, respectively, and prohibit specified adverse treatment for those disclosures. For these violations, Labor Code section 2699(f)(2) provides civil penalties of $100 for each aggrieved employee per pay period for an initial violation and $200 for each aggrieved employee per pay period for a subsequent violation. For settlement valuation, accounting for the risk of a discretionary per-employee reduction of statutory penalties, an exposure benchmark of $100 was applied for each of the estimated 17,861 Aggrieved Employees during the PAGA Period, yielding $1,786,100 (17,861 Aggrieved Employees × $100). Additionally, a 90% discount was applied to account for the risks associated with succeeding on the merits and establishing liability, and a final discount of 50% was applied to account for the risks associated with the Court further reducing penalties upon finding that such an award would be unjust, arbitrary, oppressive, or confiscatory. As a result, Plaintiff's counsel calculated an overall risk-adjusted value of this claim as being closer to

$89,305.00.

xvi. Unlawful Credit Checks, Background Checks, and Inquiries: For alleged violations of Labor Code section 1024.5 concerning consumer credit reports and section 432.7 concerning prohibited criminal-history inquiries or use of protected criminal-history information, the pre-amendment default framework in Labor Code section 2699(f)(2) provides civil penalties of $100 for each aggrieved employee per pay period for an initial violation and $200 for each aggrieved employee per pay period for a subsequent violation, where the requirements for the subsequent-violation rate are satisfied. For settlement valuation, accounting for the risk of a discretionary per-employee reduction of statutory penalties, an exposure benchmark of $100 was applied for each of the estimated 17,861 Aggrieved Employees during the PAGA Period, yielding $1,786,100 (17,861 Aggrieved Employees × $100). Additionally, a 25% discount was applied to account for the risks associated with succeeding on the merits and establishing liability, and a final discount of 95% was applied to account for the risks associated with the Court further reducing penalties upon finding that such an award would be unjust, arbitrary, oppressive, or confiscatory. As a result, Plaintiff's counsel calculated an overall risk-adjusted value of this claim as being closer to $66,978.75.

xvii. Unequal Pay Based on Gender/Race/Ethnicity: Labor Code section 1197.5 prohibits specified sex-, race-, and ethnicity-based wage differentials for substantially similar work, subject to the statutory defenses. For the underlying equal-pay violation, the pre-amendment default framework in Labor Code section 2699(f)(2) provides civil penalties of $100 for each aggrieved employee per pay period for an initial violation and $200 for each aggrieved employee per pay period for a subsequent violation, where the requirements for the subsequent-violation rate are satisfied. For settlement valuation, accounting for the risk of a discretionary per-employee reduction of statutory penalties, an exposure benchmark of $100 was applied to approximately one half of the estimated 17,861 Aggrieved Employees during the PAGA Period, yielding $893,100 (8,931 Aggrieved Employees × $100). Additionally, a 99% discount was applied to

account for the risks associated with succeeding on the merits and establishing liability, and a final discount of 25% was applied to account for the risks associated with the Court further reducing penalties upon finding that such an award would be unjust, arbitrary, oppressive, or confiscatory. As a result, Plaintiff's counsel calculated an overall risk-adjusted value of this claim as being closer to $6,698.25.

39. The total value of the potential claims with the appropriate discounts is **$4,610,218.93**. The foregoing discussion confirms that the amount of the Settlement is adequate in light of Plaintiff's allegations and theories of liability, the evidence at issue with respect to those allegations and theories of liability, and legal and factual arguments and circumstances which pose challenges to proving the alleged violations and recovering the requested PAGA penalties. The conclusion to be drawn from the foregoing analysis is that neither Defendants' liability for the alleged violations nor the amount of PAGA penalties ultimately recoverable is clear-cut, which is why the Parties elected to settle this matter. Plaintiff's Counsel also recognized that additional discounts could be made to the risk-adjusted value to account for the costs and expenses associated with further litigation and the present value of the recovery under the Settlement's installment funding and post-funding distribution schedule, rather than a recovery, if any, after further litigation and possible appeals. Plaintiff's Counsel recognized the circumstances and realities of the case, applicable case law and regulations, and risks to recovery and applied appropriate discounts.

ATTORNEYS' FEES AND COSTS REQUESTED BY PLAINTIFF'S COUNSEL

40. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seek attorneys' fees in the amount of $1,610,000.00, which represents approximately thirty-five percent (35%) of the Total Settlement Amount, as provided by the Settlement Agreement. The attorneys' fees sought are commensurate with: (1) the risk that Plaintiff's Counsel took in commencing the case; (2) the time, effort, and expense that Plaintiff's Counsel dedicated to the case; (3) the skill and determination that Plaintiff's Counsel have shown; (4) the results that Plaintiff's Counsel have achieved throughout the litigation; (5) the value of the settlement that Plaintiff's Counsel have achieved in the case; and (6) the other cases that Plaintiff's Counsel have turned down in order to devote their time and efforts to this case.

41. While not necessarily required to be demonstrated because a percentage of the fund is proper for this settlement, it should be noted that Plaintiff's Counsel have performed many hours of work in connection with prosecuting this matter such that the requested attorneys' fees award is also justified under a simple lodestar analysis. Sweeny Law, PC has spent a total of **165 hours** performing tasks to obtain a recovery on behalf of Plaintiff, the State of California, and the Aggrieved Employees. Attached hereto as "**EXHIBIT 4**" is an Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided by me at Sweeny Law, PC and the time incurred in performing those services.

42. I believe my billing rate of $850 per hour is reasonable and commensurate with my individual background, training, and experience in litigating complex wage-and-hour class and PAGA representative actions. The work I performed in this matter, the background of Sweeny Law, PC, as well as my individual background, training, and experience, as outlined in paragraphs 2-6 *supra*, support an hourly rate of $850 per hour for work performed by Sweeny Law, PC.

43. Plaintiff's Counsel seek reimbursement of actual costs in the amount of $19,309.51. Lawyers *for* Justice, PC incurred $19,279.52 in litigation costs and expenses, as outlined in the Declaration of Yasmin Hosseini. Sweeny Law, PC incurred $29.99. Attached hereto as "**EXHIBIT 5**" is a record of the litigation costs and expenses of Sweeny Law, PC. It should be noted that Plaintiff's Counsel have borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in this matter. These costs and expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement.

SETTLEMENT ADMINISTRATION COSTS

44. Pursuant to Section 3(a)(3) of the Settlement Agreement, the Parties have agreed to retain, subject to approval by the Court, Phoenix to handle the administration of the Settlement, and have further agreed that costs and expenses of administration of the Settlement up to the amount of $60,000.00 ("Settlement Administration Costs") shall be paid to the PAGA Settlement Administrator out of the Total Settlement Amount. These costs include, but are not limited to, expenses for preparing, translating (certified translation), printing, and mailing the Cover Letter and Individual Settlement Share checks to the Aggrieved Employees (i.e., PAGA Settlement Packages); performing skip-trace

searches; re-mailing the returned PAGA Settlement Packages; and handling inquiries from Aggrieved Employees regarding the Settlement, among other things.

45. The Settlement Agreement provides that the PAGA Settlement Administrator can seek up to $60,000.00 for reimbursement of settlement costs and expenses. The PAGA Settlement Administrator estimates the amount of Settlement Administration Costs to be $57,746.92, which is less than $60,000.00. The difference between the amount sought and the maximum allocated amount available under the settlement will be a part of the Net Settlement Amount. Attached hereto as **"EXHIBIT 6"** is a true and correct copy of the PAGA Settlement Administrator's quote.

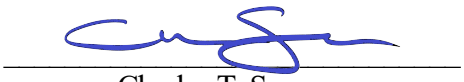
GENERAL RELEASE FEE TO PLAINTIFF

46. In consideration of Plaintiff's general release of claims, the Settlement provides for a General Release Fee to Plaintiff of up to $10,000.00 to be paid out of the Total Settlement Amount, subject to approval by the Court. The requested General Release Fee is fair and appropriate. It is also worth noting that Plaintiff has undertaken significant efforts and worked to spearhead the pursuit of this matter. By initiating and pursuing this matter, Plaintiff stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. Plaintiff has spent a substantial amount of time and effort discussing her employment with her counsel, gathering and producing relevant documents and information, and providing the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever her counsel needed her and actively tried to obtain and provide information that would facilitate the pursuit of the PAGA claim. Accordingly, it is appropriate and just for Plaintiff to receive a General Release Fee, in addition to the Individual Settlement Share she will receive as an Aggrieved Employee for her share of the Net Settlement Amount.

47. Plaintiff's Counsel submit that the Settlement fulfills the purpose of the PAGA statute, is within the accepted range of recoveries for this type of litigation, and is fair, reasonable, and adequate given the substantial monetary benefits provided for by the Settlement, the strengths and weaknesses of this case, and the inherent delay, costs, risks, and uncertainty associated with continued litigation.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 12th day of October 2026, at Los Angeles, California.



Charles T. Sweeny

EXHIBIT 1

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement" or "Settlement") is entered into by and between Kylee Quezada ("Plaintiff"), for herself and as a representative of the State of California and the Aggrieved Employees (as defined in Section 3(a)(5) below) and Akkam, Inc., Amanat, Inc., Anand, Inc., AV Inc., Cal Valley Jack, Inc., Central Coast Restaurants, Inc., Golden State Café, Inc., Golden State Jacks, Inc., North Bay Jack, Inc., Nor-Cal Venture Group, Inc., Parivar, Inc., Resham, Inc., Reshiv, Inc., South Bay Jack, Inc., Shiv Legacy, LLC, Turlock Jack, LLC, Vanmel, Inc., Vansh, Inc., Varris Management, Inc., Yadav, Inc., YP 486, LLC, and YP Jacks LLC ("Defendants"), subject to approval by the Court. The term "Party" or "Parties" as used herein shall refer to Plaintiff, Defendants, or both, as may be appropriate.

1. **Recitals**. This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff is a former employee of Defendants. Plaintiff was employed by Defendants from approximately June 2020 to approximately September 2021;

(b) On November 9, 2021, Plaintiff's Counsel submitted a letter to the California Labor and Workforce Development Agency ("LWDA") on behalf of Plaintiff, to notify the LWDA and Defendants pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* ("PAGA") of Plaintiff's intent to seek civil penalties under PAGA for Defendants' alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001, 7-2001, thereby initiating LWDA Case Number LWDA-851719-21 (the "Original PAGA Notice");

(c) On January 13, 2022, Plaintiff filed her Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint"), commencing a representative action under PAGA against Defendants, entitled *Kylee Quezada v. Amant, Inc., et al.*, Alameda County Superior Court Case No. 22CV005346 (the "Action"). The Operative Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(d) On February 29, 2024, the Parties mediated the Action with Honorable Richard L. Gilbert. The Parties did not settle at mediation and continued to litigate extensively.

(e) On April 22, 2025, the Honorable Somnath Raj Chatterjee of the Alameda County Superior Court issued an order coordinating the Action with a later-filed, PAGA action that the Parties agree was fully subsumed by the Action, namely, *Meza v Central Coast Restaurants, Inc., et al.*, Superior Court of California for the County of Santa Clara, Case No. 22CV402523, and a separate action that did not allege PAGA claims and in which the individual Plaintiff had been compelled to arbitration, namely, *Tizapantzi v. Amanat, Inc.*, Superior Court of California for the County of Stanislaus, Case No. CV-22-004544.

(f) In 2025 and 2026, the Parties re-engaged in post-mediation discussions and ultimately reached the Settlement described herein to resolve the Action in its entirety;

(g) On June 10, 2026, Plaintiff filed an amended PAGA Notice (the "Amended PAGA Notice"), which included additional facts and theories, and substituted specific entities that only were previously identified, generally, as "affiliates" or "subsidiaries," of the Defendants that were named in the Original PAGA Notice, Plaintiff believed was warranted based on records obtained in advance of mediation and information received thereafter.

(h) There has been no determination on the merits of the Action or the Original PAGA Notice or Amended PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Released Claims (as defined in Section 8 below).

2. **No Admission of Wrongdoing**. The Parties expressly recognize that the making of this Settlement 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 Settlement 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.

3. **Consideration**.

(a) In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendants shall pay the maximum gross sum of Four Million Six Hundred Thousand Dollars and Zero Cents ($4,600,000.00) (the "Total Settlement Amount") which includes the Attorneys' Fees and Costs, General Release Fee, Settlement Administration Costs, and the LWDA Payment to resolve the Action and Released Claims (as defined herein), which will be paid as follows:

(1) Defendants agree not to oppose or impede any application or motion by Plaintiff's Counsel for an award out of the Total Settlement Amount of attorneys' fees in the amount of thirty-five percent (35%) of the Total Settlement Amount, which is One Million Six Hundred and Ten Thousand Dollars and Zero Cents ($1,610,000.00), and reimbursement of all reasonably incurred litigation costs and expenses (collectively, "Attorneys' Fees and Costs"). The Attorneys' Fees and Costs referred to herein shall fully compensate and reimburse Plaintiff's Counsel for any and all of the work already performed in connection with the Action and all work remaining to be performed in fully and finally resolving the Action, including but not limited to securing Court approval of the Settlement Agreement, appearing at hearings, making sure that the Settlement is fairly and properly administered, defending the Settlement Agreement in any challenge, appeal or other post-approval matter, all other work that Plaintiff's Counsel has performed or will perform, and all costs that Plaintiff's Counsel has incurred or will incur.

(2) For a general release of all claims Plaintiff may have against Defendants, Defendants agree not to oppose any application or motion by Plaintiff's Counsel for up to the amount of Ten Thousand Dollars and Zero Cents ($10,000.00) ("General Release Fee") to be paid to Plaintiff out of the Total Settlement Amount.

(3) Costs and expenses of administration of the Settlement up to the amount of Sixty Thousand Dollars and Zero Cents ($60,000.00) ("Settlement Administration Costs") to be paid to Phoenix Class Action Settlement Administrators (the "PAGA Settlement Administrator") out of the Total Settlement Amount.

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the "Net Settlement Amount."

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent (25%) will be distributed to the Aggrieved Employees, defined solely for purposes of this Settlement as all current and former hourly-paid or non-exempt employees of Defendants who worked at a Jack in the Box restaurant in the State of California at any time during the PAGA Period (the "Aggrieved Employees"). The "PAGA Period" is from November 9, 2020 to May 18, 2026. Defendants have materially represented that the Aggrieved Employees have worked a total of no greater than 392,140 Compensable Pay Periods during the PAGA Period. If the actual number of Compensable Pay Periods during the PAGA Period is more than ten percent (10%) above 392,140 (i.e., if there are 431,354 or more Compensable Pay Periods), Defendants shall pay an additional sum on a pro-rata basis proportionate to the increase in Compensable Pay Periods over 431,354 (for example, if the number of Compensable Pay Periods is 431,355, Defendants shall pay an additional 1/431,354th of the Total Settlement Amount). The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the "Employees' Portion."

(6) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees and Costs, General Release Fee, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. **Court Approval is Required**. Plaintiff understands and agrees that the State of California and Aggrieved Employees, including Plaintiff, would not receive the consideration specified in Section 3(a) above, except for Plaintiff's execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void.

5. **Disbursal of Settlement Funds**.

(a) The "Effective Date," assuming the Court has entered an Order approving of the Settlement, shall be the later of (i) the date that any appeal, if any, has been determined by an order approving the Settlement; or (ii) the date the time to appeal or seek permission to appeal or seek other judicial review of the entry of a Final Judgment approving the Settlement has expired with no appeal or other judicial review having been taken or sought. If the

Court does not approve the proposed Settlement then it shall be null and void and the Parties shall return to their relative positions in the Action as though no Settlement was reached

(b) Subject to Section 4 above, Defendants shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above, after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; and (ii) the Effective Date has passed following the Court entering an order approving the Settlement Agreement.

(c) The Total Settlement Amount shall be paid in four equal installments over a period of eighteen (18) months, as follows:

- The First Installment of the Total Settlement Amount shall be deposited into an account maintained by the Court approved PAGA Settlement Administrator within thirty (30) calendar days of the Effective Date, or by January 31, 2027, whichever is later;
- The Second Installment of the Total Settlement Amount shall be due 180 days thereafter;
- The Third Installment of the Total Settlement Amount be due an additional 180 days thereafter; and
- The Final Installment of the Total Settlement Amount shall be due a further additional 180 days thereafter.

The payment plan is a material term for Defendants to enter into this Settlement Agreement and is not predicated on financial hardship but to allow Defendants to conduct their business without substantial disruption that would be caused by the impact of the settlement amount on its cash flow. If requested by the Court for approval purposes, Defendants agree to provide a declaration explaining the business reasons for this payment plan.

(d) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Amount.

6. **Approval and Implementation of the PAGA Settlement**.

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to settlement (i.e., to terminate the Action by way of judgment or dismissal). Plaintiff's Counsel shall ultimately be responsible for preparing and presenting to the Court all filings required by the Court in the Action to implement the Settlement and terminate the Action pursuant to Settlement Agreement.

(b) The Parties further agree that Plaintiff's Counsel shall be responsible for drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to

obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Sat Sang Keeling of Gordon Rees Scully Mansukhani, LLP ("Defendants' Counsel") for review and approval prior to filing. If necessary, Defendants will provide a declaration regarding Defendants' operational expenses to obtain approval of this Settlement Agreement.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

7. **Payment of Total Settlement Amount / Notice to Recipients**.

(a) Subject to Court approval of this Settlement Agreement, Defendants will pay the Total Settlement Amount in four equal installments over a period of eighteen (18) months as described in Section 5(c). The payment of the sums described in Section 5(c) above shall be made by Defendants by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement. If the date by which any payment under this payment plan is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro-rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked during the PAGA Period ("Compensable Pay Periods"), based on Defendants' payroll records. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual Settlement Shares will be reported on an IRS Form 1099, as required by the IRS.

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "Exhibit A", in the following manner:

(1) No later than fourteen (14) calendar days after the Court's order granting approval of the Settlement, Defendants shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) Social Security number; (iv) hire and if applicable, separation date(s),and (v) total pay periods worked ruing the PAGA Period.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for one hundred and eighty (180) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the Greg E. Knoll Justice Gap Fund ("*Cy Pres* Recipient") in the amount of that Aggrieved Employee's respective Individual Settlement Share(s).

(d) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiff's Counsel, unless instructed otherwise by Plaintiff's Counsel. At the request of Plaintiff's Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles and any additional expenses associated with doing so will be paid separately by Plaintiff's Counsel.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the General Release Fee to Plaintiff.

(g) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

8. **Release of Claims by Plaintiff, Aggrieved Employees, and the State of California**.

(a) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendants, including any other person or entity against whom a joint employer relationship could be alleged, and all of their respective parent, subsidiary, affiliated and related companies and entities, as well as its/their officers, directors, investors, owners, shareholders, employees, partners, members, agents, and attorneys, and any entities or partnerships with which they are affiliated, past or present, as well as Anil Yadav in his individual capacity (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Action and from any and all claims for Civil Penalties pursuant to Labor Code sections 2698 *et seq.* ("PAGA"), that were pled or could have been pled based on the factual allegations in the anticipated operative First Amended Complaint filed in the Action and the Amended PAGA Notice, or any amendments thereto, including specifically, claims for PAGA penalties arising out of or based on alleged: failure to pay minimum wages, failure to pay overtime wages, failure to pay sick leave, improper tip pooling, failure to provide compliant meal periods, failure to timely pay wages during employment, failure to provide timely wages during employment or upon separation, failure to provide accurate itemized wage statements, failure to maintain accurate payroll records, failure to provide employment records upon request, failure to reimburse necessary business expenses, failure to provide a safe and healthy environment, failure to provide adequate seating, failure to provide adequate resting facility, failure to comply with lactation accommodation requirements, and any of the above claims arising out of the alleged misclassification of exempt employees. This release includes all claims for civil penalties arising under the California Labor Code, including Labor Code sections 96, 98, 200, 201, 201.3, 202, 203, 204, 210, 216, 218.5, 218.6, 221, 223, 224, 226, 226.2, 226.3, 226.7, 227.3, 232, 232.5, 233, 234, 245, 245.8, 246, 432, 432.5, 432.7, 351, 510, 512, 516, 551, 552, 558, 558.1, 6400, 6401, 6401.7, 6401.9, 6317, 6402, 6403, 6407, 1030, 1033, 1102.5, 1174, 1174(3), 1174.5, 1182, 1194, 1197, 1197.1, 1197.14, 1197.5, 1198, 1198.5, 1199, 1527, 2802, 2804, 2810.5, 3366, 3457, 8397.4 and the applicable Wage Orders of the Industrial Welfare Commission (collectively, the "Released Claims").

(b) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff has agreed to separate individual settlement agreement whereby Plaintiff, individually and on behalf of her heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff has or may have as of the date the Court has entered an order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff's employment with Defendants and the termination of that employment, including without limitation claims arising under federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and

Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under 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.

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by her to exist may hereafter be discovered. It is Plaintiff's intention to, upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, settle fully and release all claims she now has against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

9. **Governing Law and Interpretation**.

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and should that provision be incapable of being modified to be enforceable, such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

10. **Amendment**. This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

11. **Miscellaneous**.

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement

Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel, including with the assistance of the third-party mediator, Hon. Richard L. Gilbert (Ret.), and negotiations that followed thereafter. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiff or Defendants fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

(f) Other than information necessary to secure Court approval of this Settlement Agreement and the settlement contained herein, the Parties agree to keep confidential all matters relative to this Settlement Agreement, including the claims asserted by Plaintiff in the Action and the Original PAGA Notice and Amended PAGA Notice, and the settlement terms, including the facts and circumstances leading up to it. None of the Parties will issue any press release or other disclosure regarding the Settlement Agreement and/or settlement other than as necessary to obtain Court approval or effectuate the settlement and release terms. Plaintiff further agrees that neither she, nor her respective counsel, will discuss the existence of this Settlement Agreement except as necessary to effectuate its terms or as otherwise required by law, including any and all obligations towards the LWDA and warranted responses to inquiries and/or concerns from Aggrieved Employees. The Parties may, however, discuss the terms of this Settlement Agreement with their spouses, attorneys, financial advisors, tax advisors, and accountants as necessary for tax related purposes, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement Agreement shall be informed that the terms of this Settlement Agreement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement Agreement. Nothing herein will restrict Plaintiff's Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Plaintiff's Counsel's qualifications and experience.

(g) 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.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: Aug 14, 2026

Kylee Quezada (Aug 14, 2026 08:40:41 PDT)

Kylee Quezada
Individually and On Behalf of
the State of California and Aggrieved Employees

Date: _____

_____
Akkam, Inc.
By: _____
Its: _____

Date: _____

_____
Amanat, Inc.
By: _____
Its: _____

Date: _____

_____
Anand, Inc.
By: _____
Its: _____

Date: _____

_____
AV, Inc.
By: _____
Its: _____

Date: _____

_____
Cal Valley Jack, Inc.
By: _____
Its: _____

Date: _____

_____
Central Coast Restaurants, Inc.
By: _____
Its: _____

Date: _____

_____
Golden State Café, Inc.
By: _____
Its: _____

Date: _____

_____
Golden State Jacks, Inc.
By: _____
Its: _____

Date: _____

_____
North Bay Jack, Inc.
By: _____
Its: _____

Date: _____

Kylee Quezada
Individually and On Behalf of
the State of California and Aggrieved Employees

Date: 08/24/2026

Akkam, Inc.
By: Steven M. Kires
Its: EVP, General Counsel

Date: 08/24/2026

Amanat, Inc.
By: Steven M. Kries
Its: EVP, General Counsel

Date: 08/24/2026

Anand, Inc.
By: Stevevn M. Kries
Its: EVP, General Counsel

Date: 08/24/2026

AV, Inc.
By: Steven M. Kries
Its: EVP, General Counsel

Date: 08/24/2026

Cal Valley Jack, Inc.
By: Steven M. Kries
Its: EVP, General Counsel

Date: 08/24/2026

Central Coast Restaurants, Inc.
By: Steven M. Kries
Its: EVP, General Counsel

Date: 08/24/2026

Golden State Café, Inc.
By: Steven M. Kries
Its: EVP, General Counsel

Date: 08/24/2026

Golden State Jacks, Inc.
By: Steven M. Kries
Its: EVP, General Counsel

Date: 08/24/2026

North Bay Jack, Inc.
By: Steven M. Kries
Its: EVP, General Counsel

Date: 08/24/2026

Nor-Cal Venture Group, Inc.
By: Steven M. Kries
Its: EVP, General Counsel

Date: 08/24/2026

Parivar, Inc.
By: Steven M. Kries
Its: EVP, General Counsel

Date: 08/24/2026

Resham, Inc.
By: Steven M. Kries
Its: EVP, General Counsel

Date: 08/24/2026

Reshiv, Inc.
By: Steven M. Kries
Its: EVP, General Counsel

Date: 08/24/2026

South Bay Jack, Inc.
By: Steven M. Kries
Its: EVP, General Counsel

Date: 08/24/2026

Shiv Legacy, LLC
By: Steven M. Kries
Its: EVP, General Counsel

Date: 08/24/2026

Turlock Jack, LLC
By: Steven M. Kries
Its: EVP, General Counsel

Date: 08/24/2026

Vanmel, Inc.
By: Steven M. Kries
Its: EVP, General Counsel

Date: 08/24/2026

Vansh, Inc.
By: Steven M. Kries
Its: EVP, General Counsel

Date: 08/24/2026

Varris Management, Inc.
By: Steven M. Kries
Its: General Counsel

Date: 08/24/2026

Yadav, Inc.
By: Steven M. Kries
Its: EVP, General Counsel

Date: 08/24/2026

YP 486, LLC
By: Steven M. Kries
Its: EVP, General Counsel

Date: 08/24/2026

YP Jacks LLC
By: Steven M. Kries
Its: EVP, General Counsel

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Amanat Wage and Hour Cases*, Alameda County Superior Court Case No. JCCP5323

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuit entitled *Amanat Wage and Hour Cases*, Alameda County Superior Court Case No. JCCP5323 ("Action").

The Action involves a lawsuit that was originally filed on January 13, 2022, entitled *Kylee Quezada v Amanat, et al.*, Alameda County Superior Court Case No. 22CV005346 (the "*Quezada* Action") by former employee Kylee Quezada ("Plaintiff") on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties against her former employers pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the Quezada Action, on November 9, 2021, Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendants' alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001, 7-2001, thereby initiating LWDA Case Number 851719-21 (the "Original PAGA Notice"). On June 10, 2026, Plaintiff submitted an amended PAGA Notice (the "Amended PAGA Notice"), which included additional facts and theories, and substituted specific entities that only were previously identified, generally, as "affiliates" or "subsidiaries," of the Defendants that were named in the Original PAGA Notice.

A settlement was reached between Plaintiff and Defendants Akkam, Inc., Amanat, Inc., Anand, Inc., AV Inc., Cal Valley Jack, Inc., Central Coast Restaurants, Inc., Golden State Café, Inc., Golden State Jacks, Inc., North Bay Jack, Inc., Nor-Cal Venture Group, Inc., Parivar, Inc., Resham, Inc., Reshiv, Inc., South Bay Jack, Inc., Shiv Legacy, LLC, Turlock Jack, LLC, Vanmel, Inc., Vansh, Inc., Varris Management, Inc., Yadav, Inc., YP 486, LLC, and YP Jacks LLC ("Defendants"). In agreeing to this settlement, Defendants do not admit that they are liable in any way for any penalties. In fact, Defendants deny all claims asserted in the Action and maintain that they fully complies with all applicable wage and hour laws

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt individuals employed by Defendants within the State of California at any time during the PAGA Period ("Aggrieved Employees"). The period November 9, 2020 through May 18, 2026 is the "PAGA Period".

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendants in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement and full funding of Total Settlement Amount>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

> "Released Parties" means Defendants, including any other person or entity against whom a joint employer relationship could be alleged, and all of their respective parent, subsidiary, affiliated and related companies and entities, as well as its/their officers, directors, investors, owners, shareholders, employees, partners, members, agents, and attorneys, and any entities or partnerships with which they are affiliated, past or present, as well as Anil Yadav in his individual capacity.
>
> "Released Claims" means hat were pled or could have been pled based on the factual allegations in the operative First Amended Complaint filed in the Action and the Amended PAGA Notice, or any amendments thereto, including specifically, claims for PAGA penalties arising out of or based on alleged: failure to pay minimum wages, failure to pay overtime wages, failure to pay sick leave, improper tip pooling, failure to provide compliant meal periods, failure to timely pay wages during employment, failure to provide timely wages during employment or upon separation, failure to provide accurate itemized wage statements, failure to maintain accurate payroll records, failure to provide employment records upon request, failure to reimburse necessary business expenses, failure to provide a safe and

healthy environment, failure to provide adequate seating, failure to provide adequate resting facility, failure to comply with lactation accommodation requirements, and any of the above claims arising out of the alleged misclassification of exempt employees. This release includes all claims for civil penalties arising under the California Labor Code, including Labor Code sections 96, 98, 200, 201, 201.3, 202, 203, 204, 210, 216, 218.5, 218.6, 221, 223, 224, 226, 226.2, 226.3, 226.7, 227.3, 232, 232.5, 233, 234, 245, 245.8, 246, 432, 432.5, 432.7, 351, 510, 512, 516, 551, 552, 558, 558.1, 6400, 6401, 6401.7, 6401.9, 6317, 6402, 6403, 6407, 1030, 1033, 1102.5, 1174, 1174(3), 1174.5, 1182, 1194, 1197, 1197.1, 1197.14, 1197.5, 1198, 1198.5, 1199, 1527, 2802, 2804, 2810.5, 3366, 3457, 8397.4 and the applicable Wage Orders of the Industrial Welfare Commission.

The enclosed check is valid for 180 days from the original date of issuance and mailing, and thereafter, it will be cancelled, and the funds associated with the cancelled check will be transmitted to the Greg E. Knoll Justice Gap Fund in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendants, or Defendants' counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [PAGA Settlement Administrator] at [toll-free phone number] or via email at [insert email address].

EXHIBIT 2

LAWYERS FOR JUSTICE, PC

November 9, 2021

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: ***AMANAT, INC.; ANAND, INC.; AKKAM, INC.; CENTRAL COAST RESTAURANTS, INC.; NOR-CAL VENTURE GROUP, INC.; AV INC.; RESHAM, INC.; GOLDEN STATE CAFÉ, INC.; PARIVAR, INC.; VANIL, INC.; RESHIV, INC.; VANMEL, INC.; VARRIS MANAGEMENT, INC.; VANSH, INC.; YADAV ENTERPRISES, INC.; YADAV, INC.; AND ANIL YADAV, AN INDIVIDUAL***

Dear Representative:

We have been retained to represent Kylee Quezada against Amanat, Inc.; Anand, Inc.; Akkam, Inc.; Central Coast Restaurants, Inc.; Nor-Cal Venture Group, Inc.; AV Inc.; Resham, Inc.; Golden State Café, Inc.; Parivar, Inc.; Vanil, Inc.; Reshiv, Inc.; Vanmel, Inc.; Varris Management, Inc.; Vansh, Inc.; Yadav Enterprises, Inc.; Yadav, Inc.; and Anil Yadav, an individual (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "Yadav") for violations of California wage-and-hour laws. Ms. Quezada seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Anil Yadav is the Chief Executive Officer of Amanat, Inc., Anand, Inc., Akkam, Inc., Central Coast Restaurants, Inc., Nor-Cal Venture Group, Inc., AV Inc., Resham, Inc., Golden State Café, Inc., Parivar, Inc., Vanil, Inc., Reshiv, Inc., Vanmel, Inc., Varris Management, Inc., Vansh, Inc., Yadav Enterprises, Inc., and Yadav, Inc. Anil Yadav, at all times herein relevant, was acting either individually or as an officer, owner, director, agent, or employee of Yadav, who caused and continues to cause all of the wage and hour violations alleged herein against the "aggrieved employees," as defined herein, including without limitation violations of Labor Code Section 558 and 1197.

Ms. Quezada seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Yadav employed Ms. Quezada as an hourly-paid, non-exempt employee from approximately June 2020 to approximately September 2021, in the State of California.

The "aggrieved employees" that Ms. Quezada may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Yadav has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, 5-2001, and 7-2001.

Yadav required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, participating in COVID-19 testing procedures, responding to work-related inquiries, and waiting for doors to be opened.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Quezada and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Quezada and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Yadav required Ms. Quezada and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Yadav failed to pay Ms. Quezada and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those

wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Yadav failed to pay Ms. Quezada and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Yadav did not provide Ms. Quezada and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Yadav were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Quezada and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars ($50) for each aggrieved employee per pay period for the initial violation and one hundred dollars ($100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Quezada and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Quezada and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Quezada and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Quezada and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Yadav failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Quezada and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Yadav did not provide Ms. Quezada and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

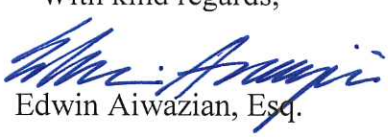
California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001, and 7-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Yadav failed to pay Ms. Quezada and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Quezada and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Yadav failed to pay Ms. Quezada and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Quezada and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Quezada and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Yadav. These costs include, but are not limited to, the use of personal phones for business-related tasks, the use of personal vehicles for business-related tasks, the purchasing and maintenance of clothing and footwear in compliance with the dress code, the purchasing of tools, supplies, and equipment, such as masks.

Therefore, on behalf of all aggrieved employees, Ms. Quezada seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Edwin Aiwazian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Amanat, Inc.
Anand, Inc.
Akkam, Inc.
Central Coast Restaurants, Inc.
Nor-Cal Venture Group, Inc.
AV Inc.
Resham, Inc.
Golden State Café, Inc.
Parivar, Inc.
Vanil, Inc.
Reshiv, Inc.
Vanmel, Inc.
Varris Management, Inc.
Vansh, Inc.
Yadav Enterprises, Inc.
Yadav, Inc.
c/o Anil Yadav
Agent for Service of Process
3550 Mowry Ave., Suite 301
Fremont, CA 94538

Anil Yadav, and individual
3550 Mowry Ave., Suite 301
Fremont, CA 94538

EXHIBIT 3

SWEENY LAW PC

June 3, 2026

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: ***AMANAT, INC.; ANAND, INC.; AKKAM, INC.; CENTRAL COAST RESTAURANTS, INC.; NOR-CAL VENTURE GROUP, INC.; AV INC.; RESHAM, INC.; GOLDEN STATE CAFÉ, INC.; PARIVAR, INC.; VANIL, INC.; RESHIV, INC.; VANMEL, INC.; VARRIS MANAGEMENT, INC.; VANSH, INC.; YADAV ENTERPRISES, INC.; YADAV, INC.; CAL VALLEY JACK, INC.; GOLDEN STATE JACKS, INC.; NORTH BAY JACK, INC.; SOUTH BAY JACK, INC.; SHIV LEGACY, LLC; TURLOCK JACK, INC.; YP 486, LLC.; YP JACKS LLC; AND ANIL YADAV, AN INDIVIDUAL***

Dear Representative:

My office and Lawyers *for* Justice, PC have been retained to represent Kylee Quezada against Amanat, Inc.; Anand, Inc.; Akkam, Inc.; Central Coast Restaurants, Inc.; Nor-Cal Venture Group, Inc.; AV Inc.; Resham, Inc.; Golden State Café, Inc.; Parivar, Inc.; Vanil, Inc.; Reshiv, Inc.; Vanmel, Inc.; Varris Management, Inc.; Vansh, Inc.; Yadav Enterprises, Inc.; Yadav, Inc.; *Cal Valley Jack, Inc.; Golden State Jacks, Inc.; North Bay Jack, Inc.; South Bay Jack, Inc.; Shiv Legacy, LLC; Turlock Jack, Inc.; YP 486, LLC.; YP Jacks LLC;* and Anil Yadav, an individual (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "Yadav") for violations of California wage-and-hour laws. Ms. Quezada seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Anil Yadav is the Chief Executive Officer of Amanat, Inc., Anand, Inc., Akkam, Inc., Central Coast Restaurants, Inc., Nor-Cal Venture Group, Inc., AV Inc., Resham, Inc., Golden State Café, Inc., Parivar, Inc., Vanil, Inc., Reshiv, Inc., Vanmel, Inc., Varris Management, Inc., Vansh, Inc., Yadav Enterprises, Inc., Yadav, Inc., Cal Valley Jack, Inc. Golden State Jacks, Inc., North Bay Jack, Inc., South Bay Jack, Inc., Shiv Legacy, LLC, Turlock Jack, Inc., YP 486, LLC., and YP Jacks LLC. Anil Yadav, at all times herein relevant, was acting either individually or as an officer, owner, director, agent, or employee of Yadav, who caused and continues to cause all of the wage and hour violations alleged herein against the "aggrieved employees," as defined herein, including without limitation violations of Labor Code Section 558 and 1197.

Ms. Quezada seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Yadav employed Ms. Quezada as an hourly-paid, non-exempt employee from approximately June 2020 to approximately September 2021, in the State of California.

The "aggrieved employees" that Ms. Quezada may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including those employees that were classified as "exempt" despite not meeting the exemption requirements.

Based on the following facts and theories, Yadav has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 96, 98, 98.6, 200, 201, 201.3, 202, 203, 204, 210, 216, 218.5, 218.6, 221, 223, 224, 226, 226.2, 226.3, 226(a), 226.7, 227.3, 232, 232.5, 245, 245.8, 246, 351, 432, 432.5, 432.7, 510, 512(a), 516, 551, 552, 558, 558.1, 1174(d), 1174(3), 1174.5, 1182, 1194, 1197, 1197.1, 1197.14, 1197.5, 1198, 1198.5, 1199, 1527, 2800,2802, 2804, 2810.5, 3366, 3457, 6400, 6401, 6401.7, 6401.9, 6317, 6402, 6403, 6407, 8397.4 and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, 5-2001, and 7-2001.

Yadav required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, participating in COVID-19 testing procedures, responding to work-related inquiries, and waiting for doors to be opened.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Quezada and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Quezada and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Yadav required Ms. Quezada and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Per Labor Code sections 227.3, all unearned vacation pay or PTO

must be paid at separation. During the relevant time period, Yadav failed to pay Ms. Quezada and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, vacation pay, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. California Labor Code section 201.3 requires payment of wages for temporary employees to be paid no less than weekly, California Labor Code sections 221, 223, and 224 require that wages be paid in full and that there be no unlawful deductions or withholdings. During the relevant time period, Yadav failed to pay Ms. Quezada and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Yadav did not provide Ms. Quezada and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Yadav were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Quezada and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 98.6, 232, 232.5, and 1197.5, prohibit employers from preventing employees from using or disclosing the skills, knowledge, and experience obtained for purposes of competing with employer, including, without limitation, preventing employees from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at employers and under what circumstances they might be receptive to an offer from a rival employer. During the relevant time period, Yadav prevented Ms. Quezada and other aggrieved employees from exercising the rights provided for by sections 98.6, 232, 232.5, and 1197.5.

California Labor Code sections 245 -245.8, 246 require employers to provide proper paid sick leave to their employees, which must be accrued and paid as required, and identified on wage statements. During the relevant time period, Yadav did not provide paid sick leave at all or improperly calculated the sick leave accrual and the sick leave rate of pay by failing at times to base the accrued sick leave hours on the correct number of hours into the sick leave rate calculation.

California Labor Code sections 432.5 and 432.7 prohibit employers from requiring employees to agree to any term or condition of employment which is known to be unlawful,

including unlawful credit checks, background checks, and unlawful inquiries into criminal history. During the relevant time period, Yadav knowingly required employees to agree to unlawful credit, background and criminal history checks.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars ($50) for each aggrieved employee per pay period for the initial violation and one hundred dollars ($100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Quezada and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Quezada and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Quezada and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Quezada and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174 1174.5, 1198, 1199, and the applicable Wage Oders require an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Yadav failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Quezada and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Yadav did not provide Ms. Quezada and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1197.5 mandates that employers pay employees equally for "substantially similar work," regardless of their gender, race, or ethnicity. During the relevant time period, Yadav paid employees differently based on gender, race, and ethnicity.

California Labor Code section 1198 provides that "The employment of any employee … under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001, and 7-2001, require that for each workday an employee is required to report for work and does report, but is not put to

work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Yadav failed to pay Ms. Quezada and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Quezada and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Yadav failed to pay Ms. Quezada and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Quezada and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Quezada and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Yadav. These costs include, but are not limited to, the use of personal phones for business-related tasks, the use of personal vehicles for business-related tasks, the purchasing and maintenance of clothing and footwear in compliance with the dress code, the purchasing of tools, supplies, and equipment, such as masks.

California Labor Code section 351 requires an employer to pay its employees the full minimum wage, as set by California law, without considering tips. Under that section, tips are the sole property of the employee who earned them; employers cannot require employees to share tips with the employer or deduct any amount from the tips. And while tip pooling is permissible under certain circumstances, During the relevant time, Yadav subjected Ms. Quezada and other aggrieved employees to an unlawful tip pooling policy in violation of Labor Code section 351.

California Labor Code section 1198.5 requires employers who receive written requests from current or former employees for copies of their personnel records relating to employees' performance or grievances about those employees to produce those records no later than 30 days from the date of the written request. During the relevant time, Yadav did not provide aggrieved employees with copies of their employment records within 30 calendar days from receiving written requests.

California Labor Code sections 1527, 3366, 3457, 6317, 6400, 6401, 6401.7, 6401.9, 6402, 6403, 6407, and 8397.4 make it unlawful for California employers to maintain unsafe, unhealthy, and nonviolent places of employment for their employees. During the relevant time period, Defendant: (a) did not furnish a safe and healthful place of employment for aggrieved employees, and required or permitted aggrieved employees to be in unsafe and unhealthy places of employment, in violation of sections 6400 and 6402; (b) did not furnish aggrieved employees with

reasonable safety devices or implement safeguards to render their places of employment safe and healthful, in violation of section 6401 and 6403; (c) did not maintain an effective injury prevention program for aggrieved employees, in violation of section 6401.7; (d) did not maintain an effective workplace violence protection plan, in violation of section 6401.9, (e) maintained policies or procedures that violated Health and Safety Code section 25910, in violation of sections 6317 and 6407; and (f) did not provide adequate and readily accessible sanitation facilities nor establish regular servicing and cleaning schedules for the same, in violation of section 8397.4.

California Labor Code section 1198 provides that the standard conditions of labor fixed by the commission [IWC] shall be the standard conditions of labor for employees in the state of California. Pursuant to Wage Order No. 7, Yadav employed Ms. Quezada and other aggrieved employees, and their duties that reasonably permitted the use of seats within the meaning of the applicable Wage Order No. 7 and applicable California Labor Code sections. Section 14(A) of Wage Order 7 provides, "All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats." Section 14(b) of Wage Order 7 further provides, "[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties. Here, Yadav failed to comply with the requirements of Section 14(A) of Wage Order 7 by failing to provide suitable seating to Ms. Quezada and other aggrieved employees who performed duties that reasonably permitted the use of seats, even though the nature of their work reasonably permitted the use of seats. Ms. Quezada further maintains that Employers failed to comply with the requirements of Section 14(B) of Wage Orders 7 by failing to provide suitable seating to her and other California-based, hourly, non-exempt employees when they were not engaged in the active duties of their employment and the nature of the work required standing. Employers failed to provide an adequate number of suitable seats placed in reasonable proximity to the work area and further failed to permit Ms. Quezada and other aggrieved employees to use such seats when it did not interfere with the performance of their duties.

California Labor Code sections 1030 and 1031 require California employers to provide a reasonable amount of break time to allow for employees to express breast milk for their infant children each time the need arises. California employers also must provide available, private, safe locations for lactation, which are not in bathrooms, nor close to employee work areas, and which have sinks with running water and a refrigerator for storing milk. Here, Yadav failed to provide employees with a reasonable amount of breaktime for lactation purposes, in violation of section 1031, and failed to provide safe, healthy, private lactation rooms that included all of the requirements under section 1031.

Therefore, on behalf of all aggrieved employees, Ms. Quezada seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Charles T. Sweeny, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Amanat, Inc.
Anand, Inc.
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Central Coast Restaurants, Inc.
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North Bay Jack, Inc.
South Bay Jack, Inc.
Shiv Legacy, LLC
Turlock Jack, Inc.
YP 486, LLC.
YP Jacks LLC
c/o Anil Yadav
Agent for Service of Process
3550 Mowry Ave., Suite 301
Fremont, CA 94538

Anil Yadav, an individual
3550 Mowry Ave., Suite 301
Fremont, CA 94538

EXHIBIT 4

Task	Time
Pleadings and Court Filings	
Review and Analyze Plaintiff's Notices of Association of Counsel by Lawyers *for* Justice, PC (served on September 3, 2024)	0.5
Review and Analyze Court's Notice of Case Management Conference in Quezada Action (served on September 19, 2024)	0.1
Review and Analyze Court's Notice of Hearing in Quezada Action (served on September 19, 2024)	0.1
Review and Analyze Order Assigning Coordination Motion Judge in JCCP Action (filed on September 23, 2024)	0.4
Review Order re Case Management Order in Quezada Action (filed on September 30, 2024)	0.4
Draft, Review, and/or Revise Plaintiff's Notice of Order Assigning Coordination Motion Judge in Quezada Action (served on October 2, 2024)	0.4
Draft, Review, and/or Revise Plaintiff's Notice of Order Assigning Coordination Motion Judge in Meza Action (served on October 2, 2024)	0.4
Draft, Review, and/or Revise Plaintiff's Notice of Order Assigning Coordination Motion Judge in Tizapanizi Action (served on October 2, 2024)	0.4
Draft, Review, and/or Revise Plaintiff's Notice of Order Assigning Coordination Motion Judge in JCCP Action (served on October 2, 2024)	0.4
Review and Analyze Defendants' Case Management Conference Statement in Quezada Action (filed on October 11, 2024)	0.1
Review and Analyze Defendants' Notice of Remote Appearance in Quezada Action (filed on October 11, 2024)	0.1
Draft, Review, and/or Revise Plaintiff's Case Management Conference Statement in Quezada Action (filed on October 11, 2024)	0.4
Meet and Confer with All Counsel and Draft, Review, and/or Revise Global Case Management Conference Statement in JCCP Action (filed on November 5, 2024)	2.4
Meet and Confer with Defendants' Counsel and Draft, Review, and/or Revise Joint Case Management Conference Statement in Quezada Action (filed on November 5, 2024)	1.4
Draft, Review, Compile, and/or Revise Plaintiff' Notice of Lodging Documents Filed in Support of and in Opposition to Plaintiff Kylee Quezada's Petition for Coordination (filed on November 5, 2024)	2.5

Draft, Review, and/or Revise Plaintiff's Notice of Ruling re: Petition for Coordination in JCCP Action (filed on January 13, 2025)	1.0
Review and Analyze Co-Counsel's Notice of Change of Address or Other Contact Information in Quezada Action (filed on February 19, 2025)	0.1
Review and Analyze Court Minute Order re: Initial Case Management Confernece Continuance to May 14, 2025 in JCCP Action (filed on March 4, 2025)	0.1
Review and Analyze Court Minute Order re: Case Management Conference Continuance to June 6, 2025 in Quezada Action (filed on March 14, 2025)	0.1
Review and Analyze Court Minute Order No. 2 re: Case Management Confernece in Quezada Action (filed on March 14, 2025)	0.1
Draft, Review, and/or Revise [Proposed] Order Coordinating Cases in JCCP Action (filed on May 6, 2025)	1.8
Draft, Review, and/or Revise Notice of Order Coordinating Cases in Quezada Action (filed on May 6, 2025)	0.7
Draft, Review, and/or Revise Notice of Order Coordinating Cases in Meza Action (filed on May 6, 2025)	0.7
Draft, Review, and/or Revise Notice of Order Coordinating Cases in Tizapantzi Action (filed on May 6, 2025)	0.7
Meet and Confer with All Counsel and Draft, Review, and/or Revise Global Case Management Conference Statement in JCCP Action (filed on May 8, 2025)	2.1
Review and Analyze Court Minute Order re: Case Management Conference Continauance to August 4, 2026 in Quezada Action (filed on May 28, 2025)	0.1
Draft, Review, and/or Revise Plaintiff's Case Management Conference Statement in Quezada Action (filed on July 18, 2025)	0.5
Review and Analyze Defendants' Substituion of Attorney in Quezada Action (filed on July 18, 2025)	0.1
Review and Analyze Defendants' Case Management Conference Statement in Quezada Action (filed on July 23, 2025)	0.2
Review and Analyze Tentative Ruling re: Case Management Conference in JCCP Action (filed on August 4, 2025)	0.1
Review and Analyze Notice of Case Reassignment in Quezada Action (filed on August 11, 2025)	0.1
Review and Analyze Defendant's Notice of Remote Appearance in Quezada Action (filed on August 13, 2025)	0.1

Review and Analyze Defendants' Substituion of Attorney in Quezada Action (filed on July 18, 2025)	0.1
Review and Analyze Defendants' Substituion of Attorney in Quezada Action (filed on September 2, 2025)	0.1
Review and Analyze Notice of Related Case in Quezada Action (filed on January 20, 2026)	0.1
Review and Analyze Notice of Related Case in Quezada Action (filed on February 20, 2026)	0.1
Review and Analyze Notice of Appearance of Counsel in Quezada Action (filed on June 18, 2026)	0.1
Research and Draft, Review, and Revise Amended PAGA Notice (submitted to the LWDA on June 10, 2026)	8.6
Draft, Review, and/or Revise Stipulation for Leave to File First Amended Complaint (circulated on August 12, 2026)	1.5
Draft, Review, and/or Revise First Amended Complaint (circulated on August 12, 2026)	6.5
Appearances	
Prepare for and Attend Hearing on Plaintiff's Petition for Coordination (November 12, 2024)	4.0
Prepare for and Attend Continued Hearing on Plaintiff's Petition for Coordination (January 6, 2025)	2.0
Prepare for and Attend Continued Hearing on Plaintiff's Petition for Coordination (February 25, 2025)	2.0
Prepare for and Attend Case Management Conference in *Quezada v. Amanat, Inc.* (March 14, 2025)	1.0
Prepare for and Attend Case Management Conference in *Amanat Wage and Hour Cases* , JCCP No. 5323 (May 14, 2025)	2.0
Prepare for and Attend Case Management Conference in *Quezada v. Amanat, Inc.* (August 4, 2025)	0.9
Prepare for and Attend Case Management Conference in *Amanat Wage and Hour Cases* , JCCP No. 5323 (August 18, 2025)	1.3
Letters and Correspondence	

Draft, Review, and/or Revise Correspondence to, and Respond to Correspondence from, Defendant's Counsel During Case	23.2
Meet, Communicate, and/or Review Communication with Plaintiff Kylee Quezada ("Plaintiff") During Case	6.8
Mediation/Settlement	
Review and Analyze Information, Data, and Documents Obtained from Plaintiff, Defendants, and Other Sources in Connection with Ongoing Settlement Negotiations	30.6
Draft, Review, Revise, Negotiate, and Finalize Memorandum of Understanding (fully executed on May 18, 2026)	8.4
Draft, Review, Revise, Negotiate, and Finalize Original and Amended PAGA Settlement and Release and Draft, Review, and/or Revise Cover Letter for PAGA Payments (originally executed on July 20, 2026, then Revised on August 24, 2026)	16.2
Draft, Review, and/or Revise Correspondence to, and Respond to Correspondence from, Settlement Administrators, including obtaining competitive bids therefrom.	1.0
Discovery	
Draft, Review, and/or Revise Plaintiffs' Notice of Deposition of Person Most Knowledgeable at Defendant Amanat, Inc. and Requests for Production of Documents (served on June 30, 2025)	1.6
Draft, Review, and/or Revise Plaintiffs' Notice of Deposition of Person Most Knowledgeable at Defendant Central Coast Restaurants, Inc. and Requests for Production of Documents (served on June 30, 2025)	0.9
Draft, Review, and/or Revise Plaintiffs' Notice of Deposition of Anil Yadav (served on June 30, 2025)	0.8
Law and Motion	
Research and Draft, Review, and Revise Plaintiff's Notice of Motion and Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, et seq.) Settlement Agreement; [Proposed] Order; Declarations of Charles T. Sweeny, Yasmin Hosseini, and Plaintiff Kylee Quezada in Support Thereof	26.6
Total Hours:	165.00

EXHIBIT 5

SWEENY LAW, PC CASE COST DETAIL

Date	Payee	Expense Description	Amount
5/6/2025	Alameda Court Ecourt Records	Case Costs: Purchase Electronic Filings	$14.50
6/11/2026	LetterStream	Postage for Certifiled Mailing of Amended PAGA Notice	$15.49
			$29.99

EXHIBIT 6

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

August 5, 2026

CASE ASSUMPTIONS	
Class Members	17,861
Opt Out Rate	N/A
Opt Outs Received	
Total Class Claimants	17,861
Subtotal Admin Only	**$57,746.92**
Flat Fee Total	**$55,000.00**

For 17,861 Class Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

Three Language Translation, Printing & Mailing Included

Case: Quezada v. Amanat, Inc., PAGA Administration

Phoenix Contact: Michael E. Moore
Contact Number: 949.331.0131
Email: mike@phoenixclassaction.com

Requesting Attorney: Charlie Sweeny
Firm: Sweeny Law, PC
Contact Number: 818-Justice
Email: charlie@sweenylaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly. Estimate is based on **17,861** Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of $150 per hour will be charged for any additional analysis or programming. Pricing good for 90 day

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Manager	$100.00	2	$200.00
Programming Database & Setup	$100.00	1	$100.00
Toll Free Setup*	$100.00	1	$100.00
Call Center & Long Distance	$2.50	2,058	$5,145.00
NCOA (USPS)	$3,800.00	1	$3,800.00
		Total	**$9,345.00**

* Up to 120 days after disbursement

Data Merger & Scrub / PAGA Letter & Check / Postage / LanguageTranslation			
Project Action	**Rate**	**Hours/Units**	**Line Item Estimate**
Notice Packet Formatting	$100.00	1	$100.00
LanguageTranslation	$150.00	3	$150.00
Data Merge & Duplication Scrub	$0.09	17,861	$1,607.49
PAGA Letter and Check Packet	$1.00	17,861	$17,861.00
Estimated Postage (up to 1 oz.)*	$0.64	17,861	$11,431.04
		Total	**$31,149.53**

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing PAGA Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$55.00	19	$1,045.00
Skip Tracing Undeliverables	$0.75	2,894	$2,170.50
Remail PAGA Packets	$0.65	2,891	$1,879.15
Estimated Postage	$0.64	2,891	$1,850.24
Programming Undeliverables	$50.00	8	$400.00
		Total	**$7,344.89**

Case Management			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$55.00	14	$770.00
Case Manager	$85.00	10	$850.00
		Total	**$1,620.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$135.00	2	$270.00
Disbursement Review	$135.00	2	$270.00
Programming Manager	$95.00	4	$380.00
QSF Bank Account & EIN	$135.00	1	$135.00
Check Run Setup & Printing	$135.00	14	$1,890.00
		Total	**$2,945.00**

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$115.00	10	$1,150.00
Remail Undeliverable Checks (Postage Included)	$1.50	1,495	$2,242.50
Case Associate	$55.00	3	$165.00
Reconcile Uncashed Checks	$85.00	4	$340.00
Conclusion Reports	$115.00	2	$230.00
Case Manager Conclusion	$85.00	2	$170.00
Final Reporting & Declarations	$115.00	3	$345.00
QSF Annual Tax Reporting * (State Tax Reporting & Escheating Uncashed Checks to the State of CA included)	$700.00	1	$700.00
Check to Cy-Pres	$150.00	1	Included
		Total	**$5,342.50**

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibilty.

Estimate Total: $57,746.92

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.