

PAGA SETTLEMENT AGREEMENT

This PAGA settlement agreement (“PAGA Settlement Agreement”) is made and entered into between Plaintiff Karen Lara (“Plaintiff”) acting in her capacity as a private attorney general, and Defendants Shaoguo Buffet, Inc. and Shaoguo Feng (“PAGA Defendants”) (collectively, “Parties”).

I. DEFINITIONS

The following terms, when used in this PAGA Settlement Agreement, shall have the following meanings:

1. “Aggrieved Employees” means all current and former employees who worked for PAGA Defendants in California and were classified as non-exempt employees during the time period of June 16, 2021 through July 31, 2023.

2. “Aggrieved Employee List” means the spreadsheet containing the list of Aggrieved Employees, their last known addresses, their last known telephone numbers, and the information necessary for the Settlement Administrator to prepare the Individual PAGA Payments to the Aggrieved Employees. This information is confidential and will be disclosed only as required to carry out the reasonable efforts described herein, or by order of the Court.

3. “Attorneys’ Expenses” means the payment to PAGA Counsel from the Total PAGA Settlement Amount as approved by the Court for incurred attorneys’ expenses and costs in connection with the PAGA Action.

4. “Attorneys’ Fees” means the payment to PAGA Counsel from the Total PAGA Settlement Amount and approved by the Court in the amount not to exceed one-third of the Total PAGA Settlement Amount of \$36,625.00, which presently equals \$12,196.13, for recoverable attorneys’ fees in connection with the PAGA Action.

5. “Court” means the Superior Court of California, County of Monterey.

6. “Effective Date” means the date upon which both of the following have occurred: (i) approval of the settlement is granted by the Court, or other court assuming jurisdiction of this Action, and (ii) the Court’s Judgment approving the settlement becomes Final. “Final” shall mean the latest of: (i) if there is an appeal of the Court’s Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court, or (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

7. “Individual PAGA Payment” means the amount to be paid to each of the Aggrieved Employees from the Aggrieved Employees’ 25% portion of the PAGA Payment, such amount shall be divided proportionately based on the number of pay periods worked by each of the Aggrieved Employees during the PAGA Period. Aggrieved employees will be issued a Form 1099 for the PAGA payments.

8. “Judgment” means the order approving the settlement of the Released PAGA Claims pursuant to the terms of this PAGA Settlement Agreement and judgment entered by the Court.

9. “LWDA” means the California Labor Workforce Development Agency.

10. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698 et seq.

11. “PAGA Action” means the action entitled Karen Lara v. Shaoguo Buffet, Inc., et al., Superior Court of California, County of Monterey, Case No. 22CV001390.

12. “PAGA Counsel” means the law firm of Hansra Cardenas LLP.

13. “PAGA Payment” means the Total PAGA Settlement Amount less Settlement Administration Expenses, Attorneys’ Fees, and Attorneys’ Expenses. The PAGA Payment will be allocated so that 75% of the payment will be paid to the Labor & Workforce Development Agency (“LWDA”) and 25% will be paid to Aggrieved Employees. As to the Aggrieved Employees’ 25% portion, such amount shall be divided proportionately based on the number of pay periods worked by each of the Aggrieved Employees during the PAGA Period. Aggrieved Employees will be issued a Form 1099 for the PAGA payments.

14. “PAGA Period” means June 16, 2021 through July 31, 2023.

15. “Total PAGA Settlement Amount” means PAGA Defendants shall pay out the total sum of \$ 36,625.00 for payment of the PAGA Payment, the Settlement Administration Expenses, Attorneys’ Fees, and Attorneys’ Expenses. The Total PAGA Settlement Amount shall be all-in with no reversion to PAGA Defendants.

16. “Released PAGA Claims” means all PAGA claims asserted or that could have been alleged arising out of the facts, circumstances, and primary rights at issue in the operative complaint and any amendments thereto which occurred during the PAGA Period. This includes but is not limited to all PAGA claims for: (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay all wages (minimum wage, overtime, reporting time, or otherwise); (4) failure to provide accurate itemized wage statements; (5) failure to timely pay wages when due during employment and upon termination; and (6) failure to maintain payroll records. The release of the Released PAGA Claims shall exclude claims for wrongful termination, unemployment insurance, disability, workers’ compensation, and claims outside of the PAGA Period.

17. “Released Parties” means Defendants Shaoguo Buffet, Inc., Linda Chen, and Shaoguo Feng and their attorneys, insurers, brands, concepts, parents, affiliates, subsidiaries, successors, assigns, and their respective past and present shareholders, officers, directors, managers, members, and any individual or entity that could be jointly liable with Defendant.

18. “Settlement Administrator” means ILYM.

19. “Settlement Administration Expenses” means the amount payable to the Settlement Administrator approved by the Court which shall not exceed the amount estimated by the Settlement Administrator to administrate the settlement of the PAGA claim.

II. RECITALS

1. On May 19, 2022, Plaintiff filed a lawsuit, *Karen Lara v. Shaoguo Buffet, Inc., et al*, Case No. 22CV001390 in Monterey County Superior Court asserting claims of (1) Race Discrimination; (2) Harassment Based on Gender; (3) Retaliation; (4) Failure to Take All Reasonable Steps to Prevent Discrimination and Retaliation (5) Wrongful Termination in Violation of Public Policy; (6) Failure to Provide Meal and Rest Periods; (7) Failure to Maintain Accurate Time Records; (8) Failure to Provide Accurate Itemized Wage Statement; (9) Waiting Time Penalties; (10) Violation of Labor Code Sect. 351; (11) Unfair Competition; and (12) Violation of the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*) (the “Action”).

2. On November 7, 2023, and March 19, 2024, the Parties participated in Mandatory Settlement Conferences with the Hon. Carrie Panetta, although a settlement was not reached at that time. Beginning in August 2024, the Parties have engaged in ongoing settlement negotiations through counsel.

3. The Parties desire to settle fully and finally resolve the 12th cause of action for Violation of the Private Attorneys General Act (“PAGA Action”) as to Plaintiff and the Aggrieved Employees as alleged in the PAGA Action pursuant to this PAGA Settlement Agreement.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission**. By executing this PAGA Settlement Agreement, PAGA Defendants are not making any admission of liability, and expressly deny all alleged wrongdoing. Nothing in this PAGA Settlement Agreement shall be construed to be an admission by Plaintiff that her claims do not have merit or by PAGA Defendants of any liability or wrongdoing as to Plaintiff, the Aggrieved Employees, or any other person, and PAGA Defendants specifically disclaim any such liability or wrongdoing. The Parties have entered into this PAGA Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This PAGA Settlement Agreement and any related court documents or orders are not and may not be cited or admitted as evidence of liability. Neither this PAGA Settlement Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, or their respective counsel in the PAGA Action or in any other action or proceeding; provided, however, this shall not prevent this PAGA Settlement Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this PAGA Settlement Agreement.

2. **Timing**. Within thirty (30) days after the Effective Date of this settlement, or as otherwise directed by the Court, PAGA Defendants shall deposit the Total PAGA Settlement Amount into an interest bearing escrow account with the Settlement Administrator. Within thirty (30) days after the Effective Date of this settlement, PAGA Defendants shall provide the Aggrieved Employee List to the Settlement Administrator.

3. **Demographic Calculations**. It is estimated that there are 121 Aggrieved Employees who collectively worked 2,189 pay periods from June 16, 2021 through July 31, 2023.

a. PAGA Defendants will provide a declaration as to the number of Aggrieved Employees and pay periods worked by the Aggrieved Employees prior to the filing of the motion for PAGA approval ("Motion"). If the total number of pay periods for PAGA Defendants exceeds 2,189 by more than 10 percent, the Total PAGA Settlement Amount will increase proportionally for all additional pay periods above the 10% allowance (e.g. if the number of pay periods is 12 percent greater than 2,189, the Total PAGA Settlement Amount will increase by an additional 2 percent).

4. **Payments From the Total PAGA Settlement Amount.** The Parties agree to the following allocations to be paid from the Total PAGA Settlement Amount:

a. **PAGA Payment:** The PAGA Payment shall be the Total PAGA Settlement Amount less Settlement Administration Expenses, Attorneys' Fees, and Attorneys' Expenses, which shall be paid in full settlement of the Released PAGA Claims. The PAGA Payment will be subject to Court approval consistent with Labor Code § 2699. Upon approval, the PAGA Payment shall be distributed as follows:

(1) One Hundred Percent (100%) of the PAGA Payment shall be paid as a Labor Code section 2699 payment, with 75% of this amount being paid to the LWDA and 25% being paid to the Aggrieved Employees as their Individual PAGA Payments. Each Individual PAGA Payment shall be based on the number of pay periods each Aggrieved Employee worked during the PAGA Period as a percentage of the total pay periods worked by all Aggrieved Employees during the PAGA Period. This amount shall constitute resolution of all remedies available under Labor Code section 2699, and preclude pursuit by Aggrieved Employees of any Released PAGA Claims.

(2) The settlement payments set forth in section 4(a)(1) will be reported on IRS Form 1099s. The Parties acknowledge and agree that all payments under this PAGA Settlement Agreement as Individual PAGA Payments are attributable as civil penalties. None are attributable as wages. Accordingly, the parties acknowledge and agree that PAGA Defendants are not responsible for any employer-side taxes in connection with any Individual PAGA Payments under this PAGA Settlement Agreement.

b. **Attorneys' Fees and Attorneys' Expenses:** Subject to the Court's approval, one-third of the Total PAGA Settlement Amount of \$36,625.00, which is presently \$12,196.13, shall be paid to PAGA Counsel for payment of Attorney's Fees incurred in prosecuting the PAGA claims. PAGA Defendants shall not oppose Plaintiff's request for Attorneys' Fees and Attorneys' Expenses in these amounts, provided that those amounts are expenses actually incurred in connection with the PAGA Action. If the Court reduces the requested Settlement Administration Expenses, Attorneys' Fees, or Attorneys' Expenses, the other terms of the settlement will remain in effect and any such reduction will not affect the remaining terms, other than adjusting the PAGA Payment. A reduction to the Attorneys' Fees or Attorneys' Expenses is not a ground for rescinding the settlement. This payment will be reported on an IRS Form 1099. Except as set forth herein, each party shall bear their own costs and fees of this PAGA Action.

c. **Settlement Administration Expenses**: Settlement Administration Expenses shall include the cost of the Settlement Administrator selected by the Parties to administer the settlement in the amount not to exceed \$3,500 (“Settlement Administration Expenses”), subject to Court’s approval. In the event that the Settlement Administration Expenses of less than \$3,500 is approved, or if the actual cost to administer the settlement is less than \$3,500, the difference will be added to the PAGA Payment. A reduction to the Settlement Administration Expenses is not a ground for rescinding the settlement.

5. **Representative PAGA Release**. The Parties agree the settlement shall be effective as a full and final accord and satisfaction and settlement of, and as a bar to, the PAGA claims in Plaintiff’s letter to the LWDA and the operative Complaint for Plaintiff, all Aggrieved Employees, the LWDA, and the State of California during the PAGA Period. In her capacity as a private attorney general “aggrieved employee” acting on behalf of himself, the State of California, and in consideration of the PAGA Payment, upon the Effective Date, the PAGA Defendants and the Released Parties shall be entitled to a release of the Released PAGA Claims. **In no event shall the Released PAGA Claims in this PAGA Settlement Agreement release any claim that does not arise under PAGA.**

6. **Covenants and Representations by Plaintiff and PAGA Counsel**.

a. Plaintiff represents and warrants that she has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this PAGA Settlement Agreement. Plaintiff also represents and warrants that there are no liens or encumbrances on the Total PAGA Settlement Amount.

b. Plaintiff acknowledges that she has read this PAGA Settlement Agreement, that she fully understands her rights, privileges and duties under the PAGA Settlement Agreement, and enters into this PAGA Settlement Agreement freely and voluntarily. Plaintiff further acknowledges that she has had the opportunity to consult with her attorneys to explain the terms of this PAGA Settlement Agreement and the consequences of signing this PAGA Settlement Agreement.

c. Plaintiff further agrees to seek a Judgment in the PAGA Action on the Released PAGA Claims.

7. **No Publicity**. Plaintiff and PAGA Counsel shall not publicize the settlement on their websites, in advertising/marketing materials or on social media, other than filing documents with the Court. The Parties and their counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the settlement. If counsel for any party receives an inquiry about the settlement from the media, counsel may respond only after the Motion has been filed and only by confirming the accurate terms of the settlement. Nothing in this provision shall prevent PAGA Defendants from making any required disclosure.

8. **Court Approval of the PAGA Payment**. Subject to PAGA Defendants’ review and approval prior to filing, PAGA Counsel shall be responsible for preparing and filing the Motion

with the proposed Judgment. PAGA Counsel will provide PAGA Defendants' counsel with an opportunity to propose revisions to that Motion before it is filed. This Motion shall also be served on the LWDA when filed with the Court.

9. **Court Approval of the PAGA Settlement.** The PAGA Settlement Agreement is contingent upon the approval by the Court. If the Court should fail to approve this PAGA Settlement Agreement in the form agreed to by the Parties, the Parties agree to coordinate efforts to address the Court's questions or concerns. If after the Parties make at least three (3) good faith efforts, the Court does not approve this PAGA Settlement Agreement, or if appellate review is sought and on such review the Court's decision is materially modified or reversed, or if one or more of the terms of the PAGA Settlement Agreement are not approved or is materially modified or reversed or found to be invalid and the Parties in good faith do not believe that it would be possible to make non-material modifications that would address any concerns raised by the Court, then each of the Parties by and through Counsel shall have the right within fourteen (14) days of written notice thereof to elect to terminate the PAGA Settlement Agreement, in which event it shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this PAGA Settlement Agreement.

IV. ADMINISTRATION OF SETTLEMENT

1. After the execution of this PAGA Settlement Agreement, Plaintiff shall file the Motion within 30 days and will submit the Motion and this PAGA Settlement Agreement to the LWDA consistent with Labor Code § 2699(1)(2).

2. The Settlement Administrator will administer the settlement and shall be paid the Settlement Administration Expenses, which are estimated to not exceed \$3,500. PAGA Defendants will provide the Aggrieved Employee List to the Settlement Administrator within 30 days of the Court's approval of the Settlement.

3. Within fifteen (15) days after receipt of the Total PAGA Settlement Amount from PAGA Defendants, the Settlement Administrator will issue to each Aggrieved Employee a check for their Individual PAGA Payment at their last known home address along with an explanatory letter which will be mutually approved by the parties. Checks will remain negotiable for one hundred eighty (180) days. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address based on the National Change of Address Database for information to update and correct for any known or identifiable address changes, including, but are not limited to, using a skip-trace or other search using the name, address or Social Security number of the Aggrieved Employee involved and will then perform a single re-mailing. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than 180 days after issuance shall be paid to the State of California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4. Within fifteen (15) days after receipt of the Total PAGA Settlement Amount from PAGA Defendants, the Settlement Administrator will pay the Attorneys' Fees, the Attorneys' Expenses,

and the portion of the PAGA Payment allocated to the LWDA from the Total PAGA Settlement Amount. Within fifteen (15) days after receipt of the Total PAGA Settlement Amount the Settlement Administrator will pay itself the Settlement Administration Expenses.

5. The Settlement Administrator will provide an accounting under oath to the parties of the amounts paid out. Any such accounting shall not include Aggrieved Employee names or any identifying information about the Aggrieved Employee.

6. PAGA Defendants make no representations or warranties with respect to tax consequences of any payment under this PAGA Settlement Agreement. Aggrieved Employees, PAGA Counsel, and the Settlement Administrator shall be solely and legally responsible for paying all applicable taxes on their respective share of the payment from the Total PAGA Settlement Amount.

V. MISCELLANEOUS PROVISIONS

1. **Drafting**. The Parties agree that the terms and conditions of this PAGA Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Party shall be considered the "drafter" of this PAGA Settlement Agreement for purposes of having terms construed against that Party.

2. **No Impact on Benefit Plans**. Neither the PAGA Settlement Agreement nor any amounts paid to Plaintiff or any Aggrieved Employee under the PAGA Settlement Agreement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendants. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendants' sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this PAGA Settlement Agreement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any of Defendant's benefit plans, policy, or bonus program. Defendants retain the right, if necessary, to modify the language of its benefit plans, policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this PAGA Settlement Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this PAGA Settlement Agreement.

3. **Costs and Fees**. The Parties shall each bear their own costs, attorneys' fees, and other fees incurred in connection with this PAGA Settlement Agreement and in connection with the PAGA Action and Plaintiff's claims, except as otherwise set forth specifically herein.

4. **Authority**. PAGA Defendants represent and warrant that the undersigned has the authority to act on behalf of PAGA Defendants and to bind PAGA Defendants to the terms of this PAGA Settlement Agreement. Plaintiff represents and warrants that she has the capacity to act on her own behalf and on behalf of all who might claim through him to bind them to the terms and conditions of this PAGA Settlement Agreement.

5. **Governing Law.** This PAGA Settlement Agreement shall be construed under and governed by the laws of the State of California. This PAGA Settlement Agreement shall be deemed to have been entered into in Monterey County California and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the parties to this PAGA Settlement Agreement shall be governed by California law. If any legal or equitable action or arbitration is necessary to enforce the terms of this PAGA Settlement Agreement, it shall be brought in the State of California, County of Monterey.

6. **Complete Agreement.** The Parties acknowledge and represent that this PAGA Settlement Agreement contains the entire understanding between them with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings between them, written and oral, with respect to the subject matter hereof. This PAGA Settlement Agreement cannot be amended or modified except by a writing signed by the Parties hereto or their successors-in-interest.

7. **Judgment and Continued Jurisdiction.** After approval of this settlement, the Court will have continuing jurisdiction pursuant to California Code of Civil Procedure section 664.6 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this PAGA Settlement Agreement. The time within which to bring this action to trial under CCP Section 583.310 shall be extended from the date of the signing of this agreement by all parties until the entry of the final approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect.

8. **Authorization to Enter Into Settlement Agreement.** Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this PAGA Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this PAGA Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this PAGA Settlement Agreement. The Parties and their Counsel will cooperate with each other and use their best efforts to effect the implementation of the settlement of the PAGA Action. If the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement of the PAGA Action, or on any supplemental provisions that may become necessary to effectuate the terms of this PAGA Settlement Agreement, the Parties may seek the assistance of the mediator to resolve such disagreement.

9. **Execution in Counterparts.** This PAGA Settlement Agreement may be executed in one or more counterparts, facsimile, electronic signature, or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this PAGA Settlement Agreement.

10. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this PAGA Settlement Agreement is a fair, adequate, and reasonable settlement of the PAGA Action and have arrived at this PAGA Settlement Agreement after arm's-length negotiations by

experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this PAGA Settlement Agreement.

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

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

13. **Severability**. If any term or provision of this PAGA Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this PAGA Settlement Agreement will continue to be valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the parties, as determined from the face of the PAGA Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

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

15. **Representation By Counsel**. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this PAGA Settlement Agreement, and that this PAGA Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

16. **Cooperation**. The Parties agree to cooperate in good faith and utilize their best efforts to obtain approval of this settlement.

17. **Submission to the LWDA**. Within 10 days after entry of the Judgement or an order approving, denying, or modifying the award of civil penalties contemplated by this settlement, Plaintiff shall submit a copy of the Judgement or Order to the LWDA pursuant to Labor Code § 2699(I)(3).

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

19. **Waiver of Right to Appeal**. Provided that the Judgment is consistent with the terms and conditions of the PAGA Settlement Agreement, Plaintiff and Defendant hereby waive any and all rights to appeal in connection with any issue in the Judgment, including, but not limited to, all rights to any post-judgment proceeding and/or appellate proceeding, such as a motion to vacate or set-aside judgment, a motion for new trial, and any extraordinary writ, and, if there was no objection made to the PAGA Settlement Agreement and resulting Judgment in connection with the Motion, the Judgment will become final and non-appealable at the time it is entered.

20. **Court Filings**. The parties agree not to object to any Court filings consistent with this PAGA Settlement Agreement.

21. **Stay of Litigation**. The Parties agree that the continuing litigation of the PAGA Action shall be stayed and that the time to bring the PAGA Action to trial shall be extended pending the outcome of the settlement process.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the Parties each acknowledge that she/he/it has read the foregoing PAGA Settlement Agreement, accepts and agrees to the provisions contained in this PAGA Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

Executed on 12/6/24

Karen Lara
KAREN LARA

Executed on _____

By: _____
SHAOGUO BUFFET, INC.

Executed on _____

SHAOGUO FENG

Approved as to form and content.

HANSRA CARDENAS LLP

Executed on _____ By: _____

ENEDINA CARDENAS
Attorneys for Plaintiff

NAPOLES LAW FIRM

Executed on _____ By: _____

STEVEN NAPOLES
Attorneys for Defendants

IN WITNESS THEREOF, the Parties each acknowledge that she/he/it has read the foregoing PAGA Settlement Agreement, accepts and agrees to the provisions contained in this PAGA Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

Executed on _____

KAREN LARA

Executed on 12/01/24

By: Shaoguo Buffet INC
SHAOGUO BUFFET, INC.

Executed on 12/01/24

Shaoguo Feng
SHAOGUO FENG

Approved as to form and content.

HANSRA CARDENAS LLP

Executed on _____ By: _____

ENEDINA CARDENAS

Attorneys for Plaintiff

NAPOLIS LAW FIRM

Executed on _____ By: _____

STEVEN NAPOLIS

Attorneys for Defendants

IN WITNESS THEREOF, the Parties each acknowledge that she/he/it has read the foregoing PAGA Settlement Agreement, accepts and agrees to the provisions contained in this PAGA Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

Executed on _____

KAREN LARA

Executed on _____

By: _____
SHAOGUO BUFFET, INC.

Executed on _____

SHAOGUO FENG

Approved as to form and content.

HANSRA CARDENAS LLP

Eunedina S. Cardenas

Executed on December 10, 2024

By: _____

ENEDINA CARDENAS

Attorneys for Plaintiff

NAPOLIS LAW FIRM

Executed on _____ By: _____

STEVEN NAPOLIS

Attorneys for Defendants

IN WITNESS THEREOF, the Parties each acknowledge that she/he/it has read the foregoing PAGA Settlement Agreement, accepts and agrees to the provisions contained in this PAGA Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

Executed on _____

KAREN LARA

Executed on _____

By: _____
SHAOGUO BUFFET, INC.

Executed on _____

SHAOGUO FENG

Approved as to form and content.

HANSRA CARDENAS LLP

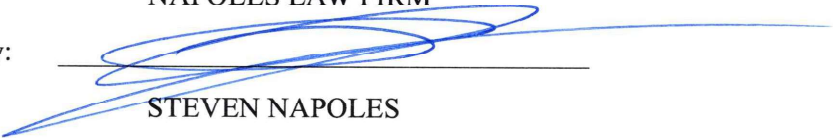
Executed on _____ By: _____

ENEDINA CARDENAS

Attorneys for Plaintiff

NAPOLIS LAW FIRM

Executed on 12/10/24 By: _____


STEVEN NAPOLIS

Attorneys for Defendants