

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Matthew Lopez (“Plaintiff”) and Defendants Spectrum Restaurant Management Group, LLC, Ital Pizza LLC, Ital Pizza II, LLC, IL Bar LLC, Ital Catering, LLC, Philip Fusco, and Shokoufeh Fusco (collectively, “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Matthew Lopez v. Spectrum Restaurant Management Group, LLC, et al.*, Orange County Superior Court, Case No. 30-2022-01249896-CU-OE-CXC.
- 1.2. “Administrator” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to be responsible for the administration of the Settlement payments and notices to the PAGA Members and LWDA.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “PAGA Member” means all current and former non-exempt employees employed by Defendants in the State of California and who worked at least one (1) day during the PAGA Period.
- 1.5. “PAGA Member Data” means PAGA Member identifying information in Defendants’ possession including the PAGA Member’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “PAGA Member Address Search” means the Administrator’s investigation and search for current PAGA Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with PAGA Members.
- 1.7. “Approval Order” means the Court Order Granting Approval of this PAGA Settlement.
- 1.8. “Court” means the Superior Court of California, County of Orange.
- 1.9. “Defense Counsel” means William R.H. Mosher, Esq. of Lewis Brisbois Bisgaard & Smith LLP, 633 W. 5th Street, Suite 4000, Los Angeles, CA 90071.
- 1.10. “Effective Date” means the date on which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Approval of this PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.

- 1.11. “Gross Settlement Amount” means \$172,500 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.12. “Individual PAGA Payment” means each PAGA Member’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the PAGA Member worked during the PAGA Period.
- 1.13. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.14. “LWDA” means the California Labor and Workforce Development Agency, as referenced in Labor Code section 2699, subd. (i).
- 1.15. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.16. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to the LWDA and PAGA Members.
- 1.17. “PAGA Counsel” means David Alami, Esq., Shaheen Etemadi, Esq. and Daniel J. Hyun of Torus LLP, the attorneys representing the Plaintiff in the Action.
- 1.18. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.19. “PAGA Pay Period” means any pay period during the PAGA Period where a PAGA Member worked at least one (1) day.
- 1.20. “PAGA Period” means the period from March 14, 2021 through the date the Court approves the Settlement in the Action.
- 1.21. “PAGA” means the Private Attorneys General Act (Labor Code section 2698, et seq.).
- 1.22. “PAGA Notice” means Plaintiff’s March 7, 2022 letter to Defendants and the LWDA, as referenced in Labor Code section 2699.3, subd.(a).
- 1.23. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, which shall be allocated 25% to the PAGA

Members and 75% to LWDA.

- 1.24. “Plaintiff” means Matthew Lopez, the named plaintiff in the Action.
- 1.25. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.26. “Released Parties” means: Defendants, and their past, present, and future subsidiaries, parents, affiliates, predecessors, insurers, agents, employees, successors, assigns, officers, officials, directors, attorneys, personal representatives, executors, and shareholders, including their respective pension, profit sharing, savings, health, and other employee benefits plans of any nature, the successors of such plans, and those plans’ respective current or former trustees and administrators, agents, employees, and fiduciaries.
- 1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On March 7, 2022, Plaintiff sent a letter to Defendants and the LWDA, in which he advised of his intent to assert claims against Defendants under PAGA.
- 2.2. On March 14, 2022, Plaintiff commenced this Action by filing a Class Action Complaint against Defendants in Orange County Superior Court, in which he asserted claims for unpaid wages (including minimum, regular, overtime, and double time wages), compensation for non-compliant meal periods and rest breaks, waiting time penalties, itemized wage statement penalties, business expense reimbursements, conversion of gratuities, liquidated damages, treble damages, interest, penalties reasonable attorneys’ fees, and costs (the “Class Action Complaint”).
- 2.3. n May 12, 2022, Plaintiff amended his Class Action Complaint to include claims against Defendants under PAGA (the “Operative Complaint.”).
- 2.4. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff contends that he gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.5. Defendants deny the allegations in the Class Action Complaint, the Operative Complaint, and the PAGA Notice; deny any failure to comply with the laws identified in the Class Action Complaint, Operative Complaint, or the PAGA Notice; deny that the PAGA Notice was timely or proper; and deny any liability or wrongdoing whatsoever.
- 2.6. On August 15, 2023, the Parties participated in a full day mediation with experienced class action and PAGA mediator, Steve Pearl, Esq. Despite their best efforts, the Parties were unable to reach a resolution of the Action at that time, due in part to the financial constraints claimed by Defendants.

- 2.7. Over the next several months, the Parties engaged in extensive further settlement negotiations with the assistance of the mediator. As part of that process, Plaintiff conducted a thorough review of Defendants' tax returns and financial statements.
- 2.8. Following such negotiations, on May 8, 2024, the Parties executed a Memorandum of Understanding containing the material terms of a settlement that provides for the dismissal of Plaintiff's PAGA claims with prejudice and Plaintiff's class action claims without prejudice, subject to Court approval.
- 2.9. Prior to and after mediation, Plaintiff obtained, through formal and informal discovery, substantial data and documents pertaining to Plaintiff's PAGA claims against Defendants and Defendants' financial condition. Based on that information, Plaintiff believes that the terms of the agreed upon Settlement are fair and reasonable.
- 2.10. The Parties represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay \$172,500 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants or any other defendant in the Action.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than \$57,500 and PAGA Counsel Litigation Expenses Payment of not more than \$20,000. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts unless increased pursuant to Paragraph 8 below. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$4,500 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$4,500, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.3. To the LWDA and PAGA Members: 75% of the PAGA Penalties will be allocated to the LWDA PAGA Payment and 25% of the PAGA Penalties will be allocated to the Individual PAGA Payments.
- 3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Members' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- 3.2.3.2. The Individual PAGA Payments will be allocated 100% to penalties. As such, they are not subject to wage withholdings and will be reported on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. PAGA Member Pay Periods. Based on a review of records produced in discovery, Defendants estimate there are 291 PAGA Members who worked a total 6,900 PAGA Pay Periods.
- 4.2. Funding of Gross Settlement Amount. Defendants shall deposit One Hundred Twenty-Five Thousand Dollars and Zero Cents (\$125,000.00) of the GSA into a QSF account established by the Administrator within 30 days of the Court's issuance of an order granting Approval of the Parties' Settlement ("First Deadline") and Forty-Seven Thousand Five Hundred Dollars and Zero Cents (\$47,500.00) into a QSF account established by the Administrator within 90 days of the Court's issuance of an order granting Approval of the Parties' Settlement ("Second Deadline").
- 4.3. PAGA Member Data. Within 14 calendar days of the Second Deadline, Defendants will deliver the PAGA Member Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Members' privacy rights, the Administrator must maintain the PAGA Member Data in confidence, use the PAGA Member Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Member Data to Administrator employees who need access to the PAGA Member Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the PAGA Member Data omitted employee identifying information and to provide corrected or updated PAGA Member Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the PAGA Member Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues

related to missing or omitted PAGA Member Data.

- 4.4. Payments from the Gross Settlement Amount. Within 14 calendar days after Defendants provide the Administrator with the PAGA Member Data, the Administrator will determine each PAGA Member's Individual PAGA Payment; prepare copies of the court approved settlement notices to the PAGA Members (the "Notices"); mail the Notices to the PAGA Members; and will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment, and the PAGA Counsel Litigation Expenses Payment according to the procedures set forth below. The Notices, which shall be in a form mutually agreed to by the Parties and approved by the Court, shall inform the PAGA Members that all claims they might possess against Defendants for Violation of PAGA based on events occurring during the PAGA Period have been released by virtue of the Settlement. The Notices shall also inform the Aggrieved that they assume full responsibility and liability for the payment of any taxes due on such payments.
- 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the PAGA Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2. The Administrator must conduct a PAGA Member Address Search for all PAGA Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the PAGA Member Address Search. The Administrator need not take further steps to deliver checks to PAGA Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any PAGA Member whose original check was lost or misplaced, requested by the PAGA Member prior to the void date.
- 4.4.3. For any PAGA Member whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California State Controller's Office's Unclaimed Property Fund in the name of the PAGA Member.
- 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the PAGA Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
- 4.4.5. Within ten (10) calendar days after the Administrator distributes the unclaimed funds in accordance with Paragraph 4.4.3., the Administrator shall provide the Parties with a declaration outlining the settlement administration process and completion of

payments to the PAGA Members.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully funds the entire Gross Settlement Amount Plaintiff will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, rights, demands, damages, liabilities and causes of action, whether known or unknown, contingent or vested, in law or in equity, arising at any time during the PAGA Period limited only to Violations of PAGA alleged in the Action or that could reasonably have been alleged in the Action based on the facts and theories contained in Plaintiff's PAGA Notice to the LWDA and Operative Complaint ("Plaintiff's Release") and any such claims asserted in the Action will be dismissed with prejudice. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.2 Release by PAGA Members:

PAGA Members are deemed to have waived and released all claims, rights, demands, damages, liabilities and causes of action, whether known or unknown, contingent or vested, in law or in equity, arising at any time during the PAGA Period limited only to Violations of PAGA alleged in the Action or that could reasonably have been alleged in the Action based on the facts and theories contained in Plaintiff's PAGA Notice to the LWDA and Operative Complaint against the Released Parties and any such claims asserted in the Action will be dismissed with prejudice.

Aggrieved employees shall not have the ability to request exclusion or opt-out from the release claims outlined above.

6. MOTION FOR APPROVAL OF SETTLEMENT.

6.1 This Agreement and all associated exhibits or attachments are made for the sole purpose of settling the PAGA claims asserted in the Notice, Action, and Operative Complaint. This Agreement and the settlement it evidences are made in compromise of disputed claims. Because the claims at issue are PAGA claims, this Agreement must receive approval by the Court pursuant to Labor Code Section 2699(1)(2). Accordingly, the Parties enter into this Agreement and the associated settlement on a conditional basis. If the Court does not enter an order granting approval of the Agreement, resulting in the dismissal of the asserted PAGA claims with prejudice and the asserted class action claims without prejudice, this Agreement shall be deemed null and void; it shall be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever, and the negotiation, terms, and entry of the Agreement shall remain subject

to the provisions of California Evidence Code Sections 1119 and 1152, and any other analogous rules of evidence that may be applicable.

- 6.2 Plaintiff's Responsibilities. Not later than 16 court days before the calendared Approval Hearing, Plaintiff will file in Court, a motion for approval of the Settlement that includes a Proposed Approval Order and a proposed Judgment (collectively "Motion for Approval"). Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (1)(2)), including (i) a draft proposed Order Granting Approval of PAGA Settlement; and (ii) a draft motion for Court order granting approval of the PAGA Settlement at least 14 days prior to filing the Motion for Approval.
- 6.3 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the motion for approval of this Settlement. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.
- 6.4 Duty to Cooperate. If the motion and proposed order are denied or the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion(s) for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.3 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendants estimate that, as of August 15, 2023, (1) there are 291

PAGA Members who worked 6,900 Pay Periods during the PAGA Period. The Parties agree that if as of the end of the PAGA Period the actual number of pay periods is more than 15% larger than the estimated number of 6,900 pay periods (i.e., 7,935 or more pay periods), then the Gross Settlement Amount shall increase by \$27.17 for each additional pay period over 7,935 pay periods. However, Defendants may, at their sole discretion, adjust the length of the PAGA Period by moving the end date so as to keep the number of pay periods less than 7,935 and avoid triggering the escalation clause as long as they do so before Plaintiff's approval motion or stipulation is filed.

9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, pursuant to California Code of Civil Procedure Section 664.6, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

- 9.1 **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Gross Settlement Amount, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. **ADDITIONAL PROVISIONS.**

- 10.1 **Notice to LWDA.** PAGA Counsel shall comply with all notices required to be provided to the LWDA, including provision of notice of this Agreement to the LWDA and provision of any copy of the Court's order approving this Agreement.

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

- 10.3 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.4 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.5 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.6 Submission to LWDA. PAGA Counsel shall be responsible for submitting the Settlement to the LWDA at the same time it is submitted to the Court for approval.
- 10.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.8 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.12 Cooperation in Drafting. The Parties have cooperated in the drafting and

preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

- 10.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.14 Use and Return of PAGA Member Data. The PAGA Member Data and any other data provided by Defendants to the Administrator shall be treated as confidential, and shall not be subject to disclosure by the Administrator, except as is necessary for the Administrator to perform its obligations described in this Agreement. Furthermore, the Administrator (and PAGA Counsel, if appropriate) shall use commercially reasonable efforts to secure the data provided by Defendants at all times so as to avoid inadvertent or unauthorized disclosure or use of such data other than as permitted by this Agreement. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Member Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff and the Administrator shall destroy all paper and electronic versions of PAGA Member Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants makes a written request to PAGA Counsel for the return, rather than the destruction of, the PAGA Member Data.
- 10.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

David Alami
david@torusllp.com
Daniel J. Hyun
daniel@torusllp.com
Shaheen A. Etemadi

shawn@torusllp.com

TORUS LLP

2 Park Plaza, Suite 1260

Irvine, CA 92614

To Defendants:

William R.H. Mosher

William.Mosher@lewisbrisbois.com

LEWIS BRISBOIS BISGAARD & SMITH LLP

633 W. 5th Street, Suite 4000

Los Angeles, CA 90071

- 10.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.
- 10.20 Representation. Plaintiff and his counsel represent and warrant that they are not currently aware of any: (a) unalleged claims against defendants named in the Operative Complaint (collectively "Defendants") in addition to, or different from, those which are finally and forever settled and released against Defendants by this settlement; or (b) unalleged facts or legal theories upon which any claims or causes of action could be brought against Defendants, except such facts and theories specifically alleged in the operative complaint in this action. Plaintiff and his counsel further represent that, other than this action, they have no current intention of asserting any other claims against Defendants in any judicial or administrative forum, including but limited to any class claims. Plaintiff and his counsel represent that they do not currently know of or represent any persons who have expressed any interest in pursuing litigation or seeking any recovery against Defendants.
- 10.21 Plaintiff represents and warrants that all legal expenses, bills, costs or contingency fee agreements resulting from or arising out of the representation of Plaintiff in relation to the Action are Plaintiff's responsibility to pay, and that any liens based on any legal expenses, bills, costs or contingency fee agreements incurred as a result of the Action will be satisfied by the incurring party. Plaintiff will indemnify, defend, and hold Released Parties harmless from any such claims.

Dated: Aug 20, 2024 _____

PLAINTIFF MATTHEW LOPEZ


Matthew Lopez (Aug 20, 2024 11:28 PDT)
Matthew Lopez

Dated: _____

Spectrum Restaurant Management Group, LLC
Defendant

By:

Its:

Dated: _____

Ital Pizza LLC
Defendant

By:

Its:

Dated: _____

Ital Pizza II, LLC
Defendant

By:

Its:

Dated: _____

Il Bar LLC
Defendant

By:

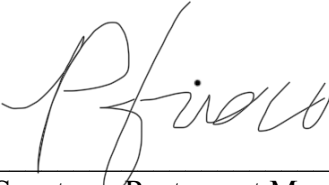
Its:

Dated: _____

PLAINTIFF MATTHEW LOPEZ

Matthew Lopez

Dated: 10.08.24



Spectrum Restaurant Management Group, LLC
Defendant

By: Philip Fusco

Its: Managing Member



Dated: 10.08.24

Ital Pizza LLC
Defendant

By: Philip Fusco

Its: Managing Member

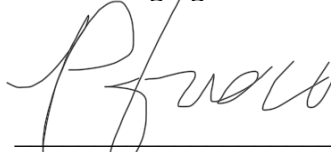


Dated: 10.08.24

Ital Pizza II, LLC
Defendant

By: Philip Fusco

Its: Managing Member



Dated: 10.08.24

Il Bar LLC
Defendant

By: Philip Fusco

Its: Managing Member

Dated: 10.08.24



Ital Catering, LLC
Defendant

By: Philip Fusco

Its: Managing Member

Dated: 09.25.24



Philip Fusco
Defendant

Dated: 09.25.24



Shokoufeh Fusco
Defendant

Approved as to Form:

Dated: 10/08/2024

TORUS LLP



David Alami
Daniel J. Hyun
Shaheen A. Etemadi
Attorney for Plaintiff Matthew Lopez

Dated: 10/08/24

LEWIS BRISBOIS BISGAARD & SMITH LLP



William R.H. Mosher
Attorney for Defendants