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Attorneys for Plaintiff Julissa Harrison
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JULISSA HARRISON and PATRICK GOBRAN,
individually, on behalf of all others similarly
situated, and on behalf of the State of California
and other aggrieved persons,

Plaintiffs,

v.

ZENITH FAST FOOD, INC., a California
corporation; ZENITH WINGS, INC., a California
corporation; ZENITH WINGS CASTAIC INC., a
California corporation; ZENITH WINGS
VALENCIA INC., a California corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 24STCV27676

[*Assigned for all purposes to: Hon. Laura A.
Seigle, Dept. 17*]

**DECLARATION OF JOHN G. YSLAS IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Preliminary Approval Hearing:

Date: December 1, 2026

Time: 9:00 a.m.

Dept.: 17

Complaint filed: October 22, 2024

FAC filed: May 7, 2025

SAC filed: September 14, 2026

Trial date: Not set

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Attorneys for Plaintiff Patrick Gobran

DECLARATION OF JOHN G. YSLAS

I, John G. Yslas, hereby declare as follows:

1. I am an attorney at law licensed to practice before all of the courts of the State of California. I am a senior partner at Wilshire Law Firm, PLC (“WLF”), counsel for Plaintiffs Julissa Harrison and Patrick Gobran (collectively, the “Plaintiffs”) in this matter. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein.

2. I submit this declaration in support of Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement.

Procedural History

3. On October 22, 2024, Plaintiff Harrison filed this putative class action against Defendants Zenith Fast Food, Inc., Zenith Wings, Inc., Zenith Wings Castaic Inc., and Zenith Wings Valencia Inc. (collectively, the “Defendants”) alleging: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures; and (8) unfair business practices (“Harrison Action”).

4. On January 31, 2021, Plaintiff Harrison provided written notice to the LWDA and Defendants with the specific provisions of the Labor Code alleged to have been violated, including the facts and theories in support. A true and correct copy of Plaintiff’s January 31, 2021, letter to Defendants and the LWDA is attached hereto as **Exhibit 1**. The LWDA did not notify Plaintiff that intended to investigate within 65 days of this written notice. On February 28, 2025, Plaintiff Gobran filed a class action compliant in the Superior Court of California, County of Los Angeles, Case No. 25STCV05695 (“Gobran Class Action”). On May 7, 2025, Plaintiff Harrison filed a First Amended Complaint in this Class Action adding a cause of action for civil penalties under PAGA. On April 4, 2025, Plaintiff Gobran filed a separate action in the Superior Court of California, County of Los Angeles, for civil penalties under PAGA, Case No. 25STCV10129 (the “Gobran PAGA Action”).

5. On September 14, 2026, Plaintiff Harrison filed a Second Amended Complaint in this Action adding the claims and Parties from the Gobran Class Action and the Gobran PAGA Action.

6. On December 3, 2025, the Parties subsequently participated in a private full-day mediation with Abe Melamed, Esq. The negotiations were adversarial, conducted at arm's length, and tempered by the efforts of both sides to serve the interests of their clients. The mediator made a proposal, which was accepted by the Parties.

7. The parties negotiated the terms of the Settlement over the next several months, which was finalized on April 22, 2026. A true and correct copy of the Parties' fully executed Class Action and PAGA Settlement Agreement ("Settlement Agreement") is attached hereto as **Exhibit 2**. Attached thereto as **Exhibit A** is a true and correct copy of the Parties' proposed Class Notice.

8. On September 23, 2026, Plaintiffs submitted a copy of the Settlement Agreement to the LWDA. A true and correct copy of the confirmation of submission my office received after submitting the Settlement Agreement to the LWDA is attached hereto as **Exhibit 3**.

Investigation and Exposure Analysis

9. Prior to attending mediation, Plaintiffs' Counsel thoroughly investigated the claims, applicable law, and potential defenses. Plaintiffs' Counsel assessed the value of the class claims using the data and documents that Defendants produced in informal discovery, including statistical data, including records of Zenith's employees, which consisted of wage statements, clock-in and clock-out times, times taken for meal breaks, wages earned during the relevant pay periods, written policies and procedures on meal breaks, rest breaks, overtime compensation, and reimbursement for business expenses, the number of Workweeks and PAGA Pay Periods in the class, the total number of Class Members and Aggrieved Employees, and the average rate of pay for Class Members each year in question. Plaintiffs' Counsel engaged an expert consultant to quantify the potential exposure using the time and payroll records, and then assessed the risks associated with each claim meriting reductions in the likely success at class certification and likely recovery at trial.

10. Defendants' records show that there are approximately 81 Class Members, making joinder of all Class Members impracticable. Further, given the size and amount of each Class

Members' claim, Class Members have little incentive to litigate their claims on an individual basis because the out-of-pocket expenses and personal commitment necessary to litigate each claim likely outweigh any potential recovery.

11. Plaintiffs have alleged that Defendants maintained common employment policies and/or practices that unlawfully deprived Class Members of wages, meal period, rest periods, reimbursements for business expenses, accurate wage statements, and timely payment of wages upon separation of employment. These allegations present common factual and legal questions of, *inter alia*, whether Defendants applied the same scheduling, timekeeping, pay, meal period, rest period, and reimbursement policies to all Class Members, whether these policies and practices resulted in Labor Code violations, whether Defendants' conduct was intentional, and whether Class Members are entitled to damages and/or penalties. These common questions could be resolved using Class Members' time records, payroll records, testimony from Defendants' designated representative(s), and Class Members' testimony.

12. Although the exposure Plaintiffs' Counsel calculated is substantial, the various risks of succeeding at class certification and through trial affected the valuation of the claims for settlement purposes.

13. Minimum and Overtime Wages: Plaintiffs' unpaid minimum and overtime wage claims were based on the allegation that Defendants required Class Members to perform work duties while off the clock, without compensation. For example, Plaintiffs alleged that Defendants required them and other Class Members to perform work-related tasks while clocked out. For purposes of calculating Defendants' liability based on a best-case scenario for Plaintiffs and the Class, Plaintiffs' Counsel assumed that all unpaid worktime should have been paid at the overtime rate of pay and conservatively estimated that Defendants are liable for one (1) hour of unpaid worktime per workweek. This results in potential exposure for this claim of approximately \$324,360.00 (12,000 workweeks x \$17.97 average hourly rate of pay x 1 hour/workweek x 1.5 overtime rate). Because this claim would have relied heavily on Class Member testimony and would not be evidenced in Defendants' time and payroll records, the risk of succeeding at class certification and trial was substantial. Accordingly, Plaintiffs' Counsel applied a risk discount

1 based on a 50% chance of succeeding at class certification and a 50% chance of succeeding at trial
2 on the merits, yielding a realistic damage estimate of approximately \$80,865.00 ($\$324,360 \times 50\%$
3 $\times 50\%$).

4 14. Meal Periods: Plaintiffs' meal period claim was based on the allegation that
5 Defendants failed to provide Class Members with legally compliant meal periods or pay meal
6 period premiums in lieu thereof. For example, Plaintiffs alleged that Defendants required them and
7 other Class Members to take short or late meal periods, and in some cases, to work through them.
8 Additionally, Plaintiffs' Counsel's expert consultant determined there was a 53.8% meal period
9 violation (for shifts over 5 hours) rate from the sampling of Defendants' time and payroll records,
10 where meal periods were short, late, or missed (there was a 52.3% violation rate for shifts over 6
11 hours that are not waivable). Therefore, potential liability for the meal period claim is
12 approximately \$429,920.07 ($44,469 \text{ shifts over 5 hours} \times \$17.97 \text{ average hourly rate} \times 53.8\%$
13 violation rate). After taking into account the difficulty of certifying and proving meal period
14 claims, as well as Defendants' contention that the claim lacks merit and that a 53.8% violation rate
15 is unrealistic, Plaintiffs' Counsel discounted this figure based on a 50% chance of succeeding at
16 class certification and a 40% chance of succeeding at trial, yielding a realistic damage estimate of
17 approximately \$128,967.02 ($\$429,920.07 \times 60\% \times 50\%$).

18 15. Rest Periods: Plaintiffs' rest period claim was based on the allegation that
19 Defendants failed to provide Class Members with legally compliant rest periods or pay rest period
20 premiums in lieu thereof. For example, Plaintiffs alleged that Defendants required them and other
21 Class Members to work through their rest periods, or in some instances, take interrupted rest
22 periods Based on Plaintiffs' allegations and Plaintiffs' and other Class Members' experience
23 working for Defendants, Plaintiffs' Counsel applied a 100% violation rate to all qualifying shifts
24 during the Class Period. Therefore, Defendants' potential liability for the rest period claim is
25 approximately \$846,908.13 ($47,129 \text{ shifts of 3.5 hours or longer} \times \$17.97 \text{ average hourly rate} \times$
26 $100\% \text{ violation rate}$). However, Plaintiffs' Counsel discounted this figure to account for the
27 difficulty of certifying and proving rest period claims, particularly because rest periods do not have
28 to be recorded, and to account for the possibility of Class Members voluntarily choosing to forego

1 a rest period. Because this claim would have relied exclusively on Class Member testimony,
2 Plaintiffs' Counsel discounted this claim based on a 40% chance of succeeding at class certification
3 and a 30% chance of succeeding at trial, yielding a realistic damage estimate of approximately
4 \$101,628.98 ($\$846,908.1 \times 40\% \times 30\%$).

5 16. Reimbursements: Plaintiffs' reimbursement claim was based on the allegation that
6 Defendants failed to indemnify Class Members for expenses incurred as a direct result of
7 performing their job duties for Defendants, such as mandatory use of personal cell phones for work
8 purposes. For purposes of calculating Defendants' liability based on a best-case scenario for
9 Plaintiffs and the Class, Plaintiffs' Counsel estimated that Defendants were liable to each Class
10 Member for \$12.50 per workweek in unreimbursed expenses, for a total amount of approximately
11 \$150,000.00 ($\$12.50 \times 12,000$ workweeks). However, Defendants argued that these expenses were
12 not required by Defendants, and that it could not have known that these expenses were being
13 incurred. Accordingly, Plaintiffs' Counsel discounted this claim based on a 30% chance of
14 succeeding at class certification and a 30% chance of succeeding at trial, yielding a realistic
15 damage estimate of approximately \$24,000.00 ($\$150,000.00 \times 40\% \times 40\%$).

16 17. In sum, Plaintiffs' Counsel estimated that Plaintiffs' maximum recovery for the off-
17 the-clock claim, meal period violations, and rest period violations (i.e., the wage claims) is
18 approximately \$1,600,288.20. However, after factoring in the risk and uncertainty of prevailing at
19 certification and trial, Plaintiffs' Counsel estimates that Plaintiffs' realistic estimated recovery for
20 these non-penalty wage claims is approximately \$311,470.00.

21 18. Derivative Penalties: Plaintiffs alleged that as a result of Defendants' failure to pay
22 all wages owed, Defendants owed waiting time penalties and wage statement penalties. With
23 respect to Plaintiffs' derivative claims for statutory penalties, Plaintiffs' Counsel estimated that
24 Defendants' maximum potential liability is approximately \$230,012.70. Defendants' maximum
25 potential liability for waiting time penalties is approximately \$160,112.70 ($[45 \text{ employees} \times \17.97
26 $\text{average hourly rate of pay} \times 6.6 \text{ hours/day} \times 30 \text{ days}]$ based on approximately 45 formerly
27 employed Class Members during the 3-year statute of limitations period and an average shift length
28 of 6.6 hours. Defendants' maximum potential liability for inaccurate wage statements is

1 approximately \$69,900.00 ([36 employees x 1 initial violation/employee x \$50 for an initial
2 violation] + [(717 pay periods - 36 initial violations) x \$100 for each subsequent violation]) In
3 light of the foregoing, Plaintiffs' Counsel believes that it would be unrealistic to expect the Court
4 to award the full \$230,012.70 in statutory penalties given Defendants' defenses, the contested
5 nature of Plaintiffs' claims, the challenges of establishing willfulness as applicable, and the
6 discretionary nature of penalties. Considering that the underlying wage claims are realistically
7 estimated to be approximately \$311,470.00, such a disproportionate award would also raise due
8 process concerns. As such, Plaintiffs' counsel discounted these figures to account for the risk and
9 uncertainty of obtaining class certification and prevailing at trial, resulting in a realistic evaluation
10 of approximately \$19,213.52 for waiting time penalty claims (\$160,112.70 x 40% x 30%), and
11 approximately \$8,388.00 for wage statement penalty claims (\$69,900.00 x 40% x 30%), or
12 approximately \$27,601.52 total for statutory penalties.

13 19. PAGA: For the PAGA claim, Plaintiffs' Counsel determined that Defendants'
14 potential exposure could potentially reach \$62,800.00, assuming the initial \$100 penalty would
15 apply for each of the 628 pay periods in the PAGA Period. However, even assuming success on
16 the merits of each claim, PAGA gives the Court discretion to reduce penalties for a variety of
17 reasons, including where to do otherwise would result in an award that is unjust, arbitrary and
18 oppressive, or confiscatory. As such, Plaintiffs' counsel discounted this figure to account for the
19 risk and uncertainty of prevailing at trial, resulting in a realistic evaluation of approximately
20 \$12,560.00 for PAGA penalties (\$62,800.00 x 20%). The settlement allocates \$25,000.00 of the
21 Gross Settlement Amount to PAGA, therefore the PAGA allocation amounts to 5% of the Gross
22 Settlement Amount. The realistic PAGA allocation estimate is approximately 50% of the PAGA
23 allocation (\$12,560.00 / \$25,000.00).

24 20. Using these estimated figures, Plaintiffs' Counsel predicted that the realistic
25 damages estimate for all claims, including penalties, would be \$375,361.52. This means that the
26 realistic damages estimate represents approximately 75.4% of the gross settlement amount
27 (\$375,361.52 / \$498,000.00). Considering the risk and uncertainty of prevailing at class
28 certification and at trial, this is an excellent result for the Class. Indeed, because of the proposed

1 Settlement, Class Members will receive timely, guaranteed relief and will avoid the risk of an
2 unfavorable judgment.

3 21. Based on the figures in the Settlement Agreement, the Net Settlement Amount
4 available for class settlement payments is currently estimated to be \$251,840.78 for approximately
5 81 Class Members. As a result, each Settlement Class Member would be eligible to receive an
6 average net benefit of approximately \$3,109.15. Based on the estimated Net Settlement Amount
7 available for individual class payments and there being approximately 12,000 workweeks in the
8 Class Period, the estimated weekly valuation for Individual Class Payments is \$20.99 (\$251,840.78
9 / 12,000 workweeks).

10 **Plaintiffs' Counsel's Qualifications**

11 22. Plaintiffs are represented by WLF and Otkupman Law Firm, ALC. The attorneys at
12 WLF performed significant work and expended litigation costs in prosecuting this matter with no
13 guarantee of payment.

14 23. WLF was selected by Best Lawyers and U.S. News & World Report as one of the
15 nation's Best Law Firms since 2020 and is comprised of more than 100 attorneys and over 600
16 employees. WLF is actively and continuously practicing in employment litigation, representing
17 employees in both individual and class actions in both state and federal courts throughout California.

18 24. WLF is qualified to handle this Litigation because its attorneys are experienced in
19 litigating Labor Code violations in individual, class action, and representative action cases. WLF
20 has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as
21 class actions involving consumer rights and data privacy litigation.

22 25. I graduated from the University of California, Santa Barbara with High Honors in
23 1991 with Bachelor of Arts degrees in Psychology. I received my Juris Doctor from UCLA Law
24 School in 1996.

25 26. Upon graduating from law school in 1996, I worked for a boutique law firm practicing
26 general litigation which included employment law matters. Since 2000 (that is, the last 25 years) my
27 practice has been exclusively focused on labor and employment matters including handling wage
28 and hour class, collective and representative actions (including the California Private Attorneys

1 General Act, or “PAGA”), including in the international law firms of Morgan, Lewis & Bockius LLP
2 (where I was a senior associate), Foley & Lardner LLP (where I was a partner and a national Vice
3 Chair of the Labor and Employment Group), Norton Rose Fulbright LLP (where I was a partner) and
4 Seyfarth Shaw LLP (where I was a partner and member of the Wage and Hour Practice Group).
5 During my time at these law firms, I was the primary attorney or took a major leading role in
6 defending employers on numerous wage and hour class, collective and representative actions.

7 27. In late June 2022 I left Seyfarth Shaw LLP and joined my current firm, Wilshire Law
8 Firm, PLC, to represent plaintiff employees. I have been and am handling many wage and hour class
9 and representative actions litigating such matters on behalf of plaintiff employees in numerous
10 Superior Courts and District Courts. From matters representing both plaintiffs and defendants, I have
11 successfully mediated the resolution of many wage and hour class, collective, and representative
12 actions. Just since starting to settle cases in late April 2023 I have already successfully mediated
13 matters in which I have been counsel or co-counsel resulting in **over \$280 million** in settlements and
14 verdicts which are in the process of being finalized, and with numerous upcoming mediations
15 scheduled. In those and numerous other matters, I have managed and assisted with the litigation and
16 settlement of many wage and hour PAGA and class actions. In those actions, I performed similar
17 tasks as those performed in the course of prosecuting this action. Indeed, I recently tried and prevailed
18 in achieving a jury verdict in a certified wage and hour class action in the matter of *Aguilar-Flores*
19 *v. Javier’s – CC LLC*, Los Angeles County Superior Court, Case No. 19STCV36438 (settled after
20 verdict).

21 28. I have received numerous awards for my legal work. For example, from 2015 to 2018,
22 I was listed in Los Angeles Super Lawyers for Employment Litigation (Thomson Reuters). I have
23 also served on numerous prominent boards and in other leadership positions, including serving as
24 Southern California Regional President for the Hispanic National Bar Association and on the board
25 of directors of the Mexican American Bar Foundation. I also previously served on the 5-member Los
26 Angeles Civil Service Commission, which generally oversees the personnel decisions for the City of
27 Los Angeles.

28 29. I have also published numerous blogs on labor and employment issues including on

1 wage and hour issues. For example, I published “Headline News: Wal-Mart v. Dukes-Impact on
2 Class Action Litigation” (while a partner with Foley & Lardner LLP) and “Are You Really Protected
3 From Wage-and-Hour Successor Liability in an Asset Purchase” (while a partner with Seyfarth Shaw
4 LLP). I have also been a presenter at numerous conferences, including being a presenter involving
5 the “Employment Law Update” at a National Employment Law Council conference.

6 30. Arrash T. Fattahi is a Partner at WLF. He was admitted to practice law in the State
7 of California in 2021 and is also admitted to the United States District Courts for the Central,
8 Southern, Eastern, and Northern Districts of California. He graduated from the University of
9 California, Los Angeles with a Bachelor of Arts in Political Science, *summa cum laude*. He
10 received his Juris Doctor from The George Washington University Law School. During law school,
11 he was a member of the student editorial board for the Federal Circuit Bar Journal. His practice is
12 focused on advocating for the rights of consumers and employees in class action litigation. He is
13 currently the managing attorney in charge of litigating several class action cases in state and federal
14 courts in California. He was selected as a “Southern California Rising Star” in 2025 and 2026. in
15 California.

16 31. Arman A. Salehi is a third-year Associate Attorney at Wilshire Law Firm, PLC. He
17 was admitted to practice law in the State of California in 2023. Mr. Salehi graduated from the
18 University of California, Los Angeles with a Bachelor of Arts in Sociology. He received his Juris
19 Doctor from the University of California College of the Law, San Francisco (formerly known as
20 U.C. Hastings). Since November 2023, his practice has mainly been focused on wage and hour
21 class action litigation.

22 32. Giancarlo A. Recinos is a Senior Attorney at WLF. He was admitted to practice law
23 in the State of California in 2012 and is an active member in good standing with the State Bar of
24 California. Mr. Recinos graduated from San Francisco State University with a Bachelor of Arts in
25 Communications and received his Juris Doctor from Southwestern Law School. For over a decade,
26 his practice has focused on employment law and wage -and-hour compliance.

27 **No Conflicts**

28 33. WLF has no actual or potential conflicts of interest with Class Members or the

1 proposed Administrator, ILYM Group, Inc.

2 34. WLF is not aware of any pending matter or action against Defendants that may be
3 extinguished or adversely affected by this Settlement.

4 35. Wilshire Law Firm, PLC and Otkupman Law Firm, ALC have a fee splitting
5 agreement.

6 **Administrator**

7 36. Plaintiff's Counsel sought bids from multiple administrators to administer this
8 Settlement. The Parties selected the bid with the lowest cost, which was from ILYM Group, Inc. A
9 true and correct copy of the will-not-exceed bid from ILYM Group, Inc. to administer this Settlement
10 is attached hereto as **Exhibit 4**.

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

13 Executed on September 23, 2026 at Los Angeles, California.

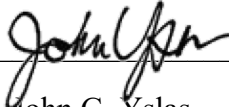
14
15 
16 John G. Yslas

EXHIBIT 1

**WILSHIRE LAW FIRM,
PLC**

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Nicol Hajjar, Esq.
Thiago Coelho, Esq.
Benjamin Haber, Esq.

January 31, 2025

LWDA

Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

Zenith Fast Food, Inc.
12931 Jolette Avenue
Granada Hills, CA 91344-1069
**(Via Certified Mail, Return Receipt
Requested)**
#9489 0090 0027 6620 2661 74

Jasbinder Brar
Agent for Service of Process for:
*Zenith Fast Food, Inc., Zenith Wings, Inc.,
Zenith Wings Castaic, Inc., and Zenith Wings
Valencia, Inc.*
12931 Jolette Avenue
Granada Hills, CA 91344-1069
**(Via Certified Mail, Return Receipt
Requested)**
#9489 0090 0027 6620 2661 81

[Please see the Additional Service List on the Last Page]

Re: ***Julissa Harrison v. Zenith Fast Food, Inc., et al.***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Julissa Harrison ("Plaintiff") to pursue a Labor Code Private Attorneys General Act ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against Plaintiff's former employers, Zenith Fast Food, Inc., Zenith Wings, Inc., Zenith Wings Castaic, Inc., and Zenith Wings Valencia, Inc. (collectively referred to as "Defendants"). The purpose of this letter is to comply with PAGA and set forth the facts and

theories of California Labor Code violations which we allege Defendants engaged in with respect to Plaintiff and all of Defendants' Aggrieved Employees.

Plaintiff wishes to pursue this action as an aggrieved employee, on behalf of the State of California, as well as on behalf of all other persons who worked for Defendants in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Plaintiff and the Aggrieved Employees suffered the Labor Code violations described below.

Plaintiff's Employment with Defendants

Defendants own/owned and operate/operated an industry, business, and establishment within the State of California, including Los Angeles County. As such, and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Plaintiff worked for Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately August 2023 to approximately October 2024. During Plaintiff's employment for Defendants, Defendants paid Plaintiff an hourly wage and classified Plaintiff as non-exempt from overtime. Defendants typically scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff regularly worked more than eight hours in a workday and/or more than forty (40) hours in a workweek.

Throughout Plaintiff's employment, Defendants: failed to pay for all hours worked (including minimum, straight time, and overtime wages); failed to provide Plaintiff with legally compliant meal periods (and pay corresponding meal period premium wages at the correct rate of pay); failed to authorize and permit Plaintiff to take rest periods; failed to timely pay all final wages to Plaintiff when Defendants terminated Plaintiff's employment; failed to furnish accurate wage statements to Plaintiff; and failed to indemnify Plaintiff for expenditures. As discussed below, Plaintiff's experience working for Defendants was typical and illustrative.

Defendants Failed to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Defendants required Plaintiff and the Aggrieved Employees to work “off-the-clock,” uncompensated. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendants also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendants wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendants regularly, but not always, required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendants continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiff and the Aggrieved Employees permission to take a meal period. Accordingly, Defendants’ policy and practice was not to provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties

provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Defendants have wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take legally compliant rest periods. Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Defendants continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiff and the Aggrieved Employees permission to take a rest period. Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on their failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendants also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, Defendants systematically failed and refused to pay the employees all wages

due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendants, all wages for all rest periods not authorized and permitted by Defendants, and all wages for all hours worked. As a result, Defendants owe employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendants, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendants' failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendants' knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 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 that if an employee voluntarily leaves 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 previous 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.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Defendants failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

Defendants' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an

aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, Defendants failed to furnish Plaintiff and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law). Whether unpaid premiums for missed meal periods must be reported as "wages earned" and credited as "hours worked" in wage statements has been a settled issue since at least 2022.

Because Defendants violated Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify his or her employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Defendants wrongfully required Plaintiff and/or the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiff and/or the Aggrieved Employees paid out-of-pocket for necessary employment-related expenses, including, without limitation, use of personal cell phones and work attire. Plaintiff and/or the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiff and/or the Aggrieved Employees for these employment-related expenses.

As a result, Defendants are liable to Plaintiff and/or the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Plaintiff and/or the Aggrieved Employees for necessary business expenditures.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendants violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;

2. Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 204 by failing to pay all earned wages two times per month;
5. Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements; and
8. Labor Code § 2802 by failing to indemnify for necessary expenditures.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699(f)(2).

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of additional claims, she reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action in the complaint for damages.

Plaintiff has placed Defendants on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM

A handwritten signature in black ink, appearing to read 'Arrash T. Fattahi', written over a horizontal line.

Arrash T. Fattahi, Esq.

ADDITIONAL SERVICE LIST

Zenith Wings, Inc.
12931 Jolette Avenue
Granada Hills, CA 91344-1069
***(Via Certified Mail, Return Receipt
Requested)***
#9489 0090 0027 6620 2661 43

Zenith Wings Castaic, Inc.
12931 Jolette Avenue
Granada Hills, CA 91344-1069
***(Via Certified Mail, Return Receipt
Requested)***
#9489 0090 0027 6620 2661 50

Zenith Wings Valencia, Inc.
12931 Jolette Avenue
Granada Hills, CA 91344-1069
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6620 2661 67

EXHIBIT 2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Julissa Harrison and Patrick Gobran (“Plaintiffs”) and defendants Zenith Fast Food, Inc., Zenith Wings, Inc., Zenith Wings Castaic Inc., and Zenith Wings Valencia, Inc. (“Zenith”). The Agreement refers to Plaintiffs and Zenith collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiffs’ class and representative action lawsuits alleging wage and hour violations against Zenith and also seeking penalties pursuant to the Private Attorneys General Act (“PAGA”) against Zenith captioned *Julissa Harrison v. Zenith Fast Food, Inc. et al.*, initiated on October 22, 2024, pending in Superior Court of the State of California, County of Los Angeles (Case No. 24STCV27676), and *Patrick Gobran v. Zenith Fast Food, Inc.* initiated on February 28, 2025 and April 4, 2025 pending in Superior Court of the State of California, County of Los Angeles (Case Nos. 25STCV05695 and 25STCV10129), (hereinafter collectively referred to as the “Action”).
- 1.2. “Administrator” means ILYM Group Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt California employees of Zenith who worked for Zenith during the PAGA Period.
- 1.5. “Class” means all current and former non-exempt employees of Zenith who worked for Zenith in California at any time during the Class Period.
- 1.6. “Class Counsel” means Roman Otkupman and Nidah Farishta of Otkupman Law Firm, ALC and John Yslas, Arrash Fattahi, and Arman Salehi, of Wilshire Law Firm, PLC.
- 1.7. “Class Data” means Class Member identifying information in Zenith’s possession including the Class Member’s name, last-known mailing address, Social Security Number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.8. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

- 1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class 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 Class Members.
- 1.10. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English.
- 1.11. “Class Period” means the period from October 22, 2020 through February 3, 2026 (60 days after mediation) (“Settlement Class Period”).
- 1.12. “Class Representatives” means Plaintiffs Julissa Harrison and Patrick Cobran.
- 1.13. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.14. “Court” means the Superior Court of California, County of Los Angeles.
- 1.15. “Defendants” or “Zenith” means named Defendants, Zenith Fast Food, Inc., Zenith Wings, Inc., Zenith Wings Castaic Inc., and Zenith Wings Valencia Inc.
- 1.16. “Defense Counsel” means Stephen Chrabaszcz, Stephanie Greenberg, and John Fagerholm, of Law Offices of John W. Fagerholm, LTD.
- 1.17. “Effective Date” shall mean the date by which both the Court has entered a Final Judgment and that Final Judgment is final, with the Final Judgment being final as of the latest of the following occurrences: (a) if no participating Class Member objects to the Settlement, the day the Court enters the Final Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Final Judgment; or (c) if a timely appeal from the Final Judgment is filed, the day after the appellate court affirms the Final Judgment and issues a remittitur.
- 1.18. “Final Approval” means the Court’s order granting final approval of the Settlement in the Action.
- 1.19. “Final Approval Hearing(s)” means the Court’s hearing(s) on the Motion for Final Approval of the Settlement in the Action.
- 1.20. “Final Judgment(s)” means the Judgment(s) Entered by the Court upon Granting Final Approval of the Settlement in the Action.
- 1.21. “Gross Settlement Amount” means the settlement amount Defendants shall pay in any event in exchange for the settlement and release of claims alleged in the Action, which is Four Hundred Ninety-Eight Thousand Dollars (\$498,000.00). The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel

Expenses, Class Representative Service Payment and the Administrator's Expenses. Defendant shall fund the settlement in two installments: (1) First payment to be made no later than 45 days following the final approval or January 15, 2027, whichever is sooner; and (2) Second payment to be made no later than 9 months following the first payment.

- 1.22. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.23. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.24. "Judgment(s)" means the judgment(s) entered by the Court based upon the Final Approval.
- 1.25. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.26. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.27. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.28. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.29. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Zenith for at least one day during the PAGA Period.
- 1.30. "PAGA Period" means the period from January 28, 2024 (i.e. one year prior to the submission of pre-filing notice letters) through February 3, 2026.
- 1.31. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*).
- 1.32. "PAGA Notice" means Plaintiffs' January 28, 2025 and January 31, 2025 letters to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.33. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and the 65% to LWDA in settlement of PAGA claims.

- 1.34. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.35. “Plaintiffs” means Julissa Harrison and Patrick Gobran, the named plaintiffs in the Action.
- 1.36. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement in the Action.
- 1.37. “Preliminary Approval Order(s)” means the order(s) granting preliminary approval of the settlement entered by the Court in the Action.
- 1.38. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.40. “Released Parties” means: Defendants and their former and present shareholders, partners, members, managers, owners, officers, directors, managerial employees, agents, attorneys, insurers, payroll providers, joint venturers, predecessors, successors, and assigns, and any individual or entity that could be liable for any of the released class and PAGA claims.
- 1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or their Objection to the Settlement. Class Members to whom Notice Packets are re-sent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.43. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment(s).
- 1.44. “Workweek” means any week during which a Class Member worked for Zenith for at least one day, during the Class Period. Workweeks shall be calculated using the Full-Time Equivalent (FTE) method based on standard full-time weekly hours. This calculation shall be as follows: total number of hours worked, divided by 8 (the average hours worked in a shift), and then divided by 5 (number of work days in a workweek). To qualify as a Workweek, the Class Member must have time worked in the week as recorded by Zenith’s time and payroll system. Time paid, but not worked, such as vacation, medical leave, or any other type of unpaid time off, does not qualify.

2. RECITALS.

- 2.1. On October 22, 2024, February 28, 2025 and April 4, 2025, Plaintiffs Julissa Harrison and Patrick Gobran, respectively, filed class and representative action Complaints alleging causes of action against Zenith for (1) Failure to provide meal periods in violation of California Labor Code (“Labor Code”) §§ 226.7, 512 and 558; (2) Failure to provide rest periods in violation of Labor Code §§ 226.7, 512 and 558; (3) Failure to pay all wages in violation of Labor Code §§ 510, 1194, 1194.2; (4) Knowing and intentional failure to comply with itemized employee wage statement provisions in violation of Labor Code §§ 226; (5) Failure to Pay Minimum and Straight Time Wages in violation of Labor Code §§ 204, 1194, 1194.2, and 1197; (6) Failure to Pay Overtime Wages in violation of Labor Code §§ 1194 and 1198; (7) Failure to timely pay wages due at termination in violation of Labor Code §§ 201-203, 218.5, and 218.6; (8) Failure to timely pay employees in violation of Labor Code § 204(a)(b); (9) Failure to reimburse for business expenses in violation of Labor Code § 2802; (10) Failure to pay for all hours worked, including overtime hours worked in violation of Labor Code §§ 210 and 218; (11) Violation of Business and Professions Code § 17200; (12) Penalties pursuant to PAGA for violations of Labor Code §§ 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197.1, 226, 201-203, 204, 2802, 210, and 218; and (13) Failure to Produce Personnel File and Employment Records in violation of Labor Code §§ 226(b), (c). Defendants deny the allegations in the Action, deny any failure to comply with the laws identified in the Action and deny any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiffs gave written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.3. Prior to mediation, Plaintiffs obtained, through informal discovery, statistical data, including records of Zenith’s employees, which consisted of wage statements, clock-in and clock-out times, times taken for meal breaks, wages earned during the relevant pay periods, written policies and procedures on meal breaks, rest breaks, overtime compensation, and reimbursement for business expenses, the number of Workweeks and PAGA Pay Periods in the class, the total number of Class Members and Aggrieved Employees, and the average rate of pay for Class Members each year in question. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.4. The Court has not granted class certification. The Parties engaged in private mediation prior to class certification, and by way of a Motion for Preliminary Approval, will request provisional certification of the Class.
- 2.5. The Parties, Class Counsel and Defense Counsel 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. Zenith promises to pay \$498,000.00 as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Zenith has no obligation to pay the Gross Settlement Amount (or any payroll taxes) 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 Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Zenith.
- 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 Plaintiffs: Class Representative Service Payment to the Class Representatives of up to \$10,000.00 for each of the Class Representatives (\$20,000.00 total), in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members. Zenith will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099.
 - 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 1/3 of the Gross Settlement Amount, which is currently estimated to be \$166,000.00 and reasonable Class Counsel Litigation Expenses. Zenith will not oppose requests for these payments provided that they do not exceed these amounts. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms.
 - 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed Twelve Thousand dollars and zero cents (\$12,000.00) 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 \$12,000.00, the Administrator will retain the remainder in the Net Settlement Amount.
 - 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$25,000.00 to be paid from the Gross Settlement Amount, with 65% (\$16,250.00) allocated to the LWDA PAGA Payment and 35% (\$8,750.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$8,750.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The amount of the PAGA Penalties awarded by the Court is not a material term of this Agreement and if the Court approves an amount for PAGA Penalties less than the amount requested, or requests that the Parties allocate a greater amount of the Gross Settlement Amount toward the PAGA Penalties, it shall not result in the Agreement being void. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records, Zenith estimates there are 81 Class Members as of the date of the Parties'

December 3, 2025 mediation who worked a total of 12,000 Workweeks during the Class Period.

- 4.2. Class Data. Not later than 14 days after the Court grants Preliminary Approval of the Settlement in this Action, Zenith will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Zenith has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data is incomplete, inaccurate, or omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Zenith must send the Class 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 Class Data.
- 4.3. Funding of Gross Settlement Amount. Zenith shall deposit the \$300,000 with the Settlement Administrator no later than January 15, 2027 or 45 days following the final approval of the Class Action and PAGA Settlement, whichever is sooner, and \$198,000.00, nine months after the first payment is made.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Zenith fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
 - 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class 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. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. 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 Class Member Address Search for all other Class 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 Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the California Controller's Unclaimed Property Fund other than a professional relationship arising out of prior experiences receiving unclaimed settlement funds.

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

5. **RELEASES OF CLAIMS.** Effective on the date when Zenith fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

5.1. Plaintiffs' Release. Plaintiffs, individually and on their own behalf, fully, finally and forever release and discharge Released Parties from all claims, debts, liabilities, demands, obligations, damages, causes of action, transactions, or occurrences of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, relating to, or resulting from their employment and/or separation of employment with Zenith, which Plaintiffs, at any time up until the execution of this Agreement had or claimed to have or may have, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Action, (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Action or Plaintiffs' PAGA Notice, and (c) all claims Plaintiffs may have against Zenith and/or the Released Parties. ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

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

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or their favor at the time of executing the release, and that if known by him or her would have materially affected his or their settlement with the debtor or Released Party.

- 5.2. Release by Participating Class Members: The claims released by Participating Class Members are all claims, rights, demands, liabilities, and causes of action alleged or which could have reasonably been alleged against the Released Parties based on the facts alleged in the operative Complaints (the "Released Class Claims"), including but not limited to all wage and hour claims, demands, rights, liabilities, and causes of action for allegedly failure to provide meal periods; failure to provide rest periods; failure to pay all wages and for all hours worked; failure to pay minimum and straight time wages; failure to pay overtime wages; failure to timely pay wages due at termination; failure to timely pay employees during employment; failure to provide and maintain accurate wage statements; failure to reimburse for business expenses; claims for civil and statutory penalties, interest, liquidated damages, attorney's fees and costs; claims under Labor Code sections 201-203, 204, 210, 218, 218.5, 218.6, 226, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1198, 2802, and applicable Industrial Welfare Commission Wage Orders; and unfair competition claims under California Business & Professions Code sections 17200 *et seq.* The Released Class Claims are those that accrued during the Class Period.
- 5.3. Release by Named Plaintiffs as Proxy or Agent of the LWDA. The LWDA, by and through Plaintiffs as agents or proxies of the LWDA, shall be deemed to release the Released Parties from all claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, against the Released Parties based on the facts alleged in the operative Complaints and alleged in the corresponding PAGA Notices (the "Released PAGA Claims"), including but not limited to claims for civil penalties for violations of Labor Code sections 201-203, 204, 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 2698-2699.5, and applicable Wage Orders of the Industrial Welfare Commission; claims under California Business & Professions Code section 17200 *et seq.*; and all related claims for attorneys' fees and costs. The Released PAGA Claims are those that accrued during the PAGA Period.
6. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiffs agree to prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") after the full execution of this Agreement. Plaintiffs shall provide a draft of the Motion for Preliminary

Approval paperwork to Zenith prior to filing the paperwork with the Court. Zenith shall receive a reasonable opportunity to review and comment upon the motion before it is filed.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected ILYM Group to serve as the Administrator and verified that, as a condition of appointment, ILYM Group 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. Notice to Class Members.

7.2.1. No later than 3 business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7.2.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.2.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.2.4. The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.2.5. If the Administrator, Zenith or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the

Class Data and should have received Class Notice, the Parties will expeditiously meet and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.3. Requests for Exclusion (Opt-Outs).

- 7.3.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.3.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.3.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.3.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims in this Agreement and are eligible for an Individual PAGA Payment.

- 7.4. Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination regarding the challenges.
- 7.5. Objections to Settlement.
- 7.5.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- 7.5.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- 7.5.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- 7.5.4. If a Class Member submits both a timely and proper Request for Exclusion and a timely and proper objection to the Settlement, the Class Member will be deemed to have opted out of the Settlement, the Class Member shall be excluded from the Settlement as indicated above, and their objection shall be deemed invalid and disregarded.
- 7.6. 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.
- 7.6.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final

Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

- 7.6.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.6.3. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.6.4. Administrator’s Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 7.6.5. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court.

8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Zenith has represented that there are no more than 12,000 Class Workweeks during the Settlement Class Period. If the number of Class Workweeks worked by all Settlement Class Members during the Settlement Class Period is more than 10% higher than 12,000 workweeks worked (*i.e.*, more than 13,200 workweeks), Zenith shall have the option to either: (i) increase the GSA on a proportional basis equal to the percentage increase in the number of Class Workweeks worked by the Settlement Class Members above 10% (*i.e.*, if the number of Workweeks increases by 11%, the GSA will increase by 1%) or (ii) shorten the Settlement Class Period to an earlier date at which only the represented number of Workweeks plus 10% are covered by the Settlement Class Period, so long as that date is no earlier than the day of mediation, December 3, 2025. If the number of Workweeks worked by all Settlement Class Members during the Settlement Class Period is more than 13,200 and Zenith opts to shorten the Settlement Class Period, the end date for the PAGA Period will be changed to the same shortened Settlement Class Period end date. Under no other circumstances shall Zenith be required to pay more than the GSA except as provided for in this section and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. This is a material representation for Plaintiffs to enter into this Settlement.
9. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement. Zenith shall receive a reasonable opportunity to review and comment upon the motion before it is filed.
 - 9.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
 - 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement, pursuant to Code of Civil Procedure section 664.6, solely for purposes of (i) enforcing this Agreement and/or Judgment(s), (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
 - 9.4. Waiver of Right to Appeal. Provided the Judgment(s) is/are consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties and their respective counsel waive all rights to appeal

from the Judgment(s), 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 an objector appeals the Judgment(s), the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment(s) become(s) final, except as to matters that do not affect the amount of the Net Settlement Amount.

- 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment(s). If the reviewing Court vacates, reverses, or modifies the Judgment(s) in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment(s), sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.
10. **ZENITH'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Zenith may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Zenith withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Zenith will remain responsible for paying all Settlement Administration Expenses incurred to that point. Zenith must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.
12. **NOTICE OF SETTLEMENT TO LWDA.** Plaintiffs and Class Counsel shall provide notice to the LWDA of the proposed settlement as required by California Labor Code section 2699, subdivision (1)(2), as well as any other information required by law to be provided to the LWDA to effectuate the terms of this Agreement.
13. **ADDITIONAL PROVISIONS.**
 - 13.1. No Admission of Liability, Class Certification 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 Zenith that any of the allegations in the Operative Complaints have merit or that Zenith has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Zenith's defenses in the

Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Zenith reserves the right to contest certification of any class for any reasons, and Zenith reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Zenith's 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).

- 13.2. Confidentiality Prior to Preliminary Approval. Plaintiffs and Class Counsel, separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Plaintiffs and Class Counsel agree to immediately notify Zenith and Zenith's Counsel of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs and Class Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Zenith, 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.

- 13.6. 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.
- 13.7. 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.
- 13.8. No Tax Advice. Neither Plaintiff, Class Counsel, Zenith 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.
- 13.9. 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.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. 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.
- 13.12. 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.
- 13.13. 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.
- 13.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Zenith 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.
- 13.15. 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.

13.16. 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.

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

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



Plaintiff Patrick Gobran

Dated: 03 / 11 / 2026



By:

Defendant Zenith Fast Food, Inc.

Dated: 3/20/2026

Signed by:



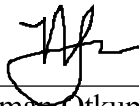
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Plaintiff Julissa Harrison

Dated: 3/23/2026

APPROVED AS TO FORM:

OTKUPMAN LAW FIRM, A LAW CORPORATION



Roman Otkupman

Nidah Farishta

Counsel For Plaintiff Patrick Cobran

Dated: 4/22/26

Law Offices of John Fagerholm, LTD



Stephen Chrabaszczy

John Fagerholm

Dated: 03/20/2026

WILSHIRE LAW FIRM, PLC



John Yslas

Arrash Fattahi

Arman Salehi

Counsel for Plaintiff Julissa Harrison

Dated: 3/24/2026

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Harrison, et al. v. Zenith Fast Food Inc., et al.
Los Angeles County Superior Court Case No. 24STCV27676

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Zenith Fast Food, Inc., Zenith Wings, Inc., Zenith Wings Castaic Inc., and Zenith Wings Valencia, Inc. (“Zenith”) for alleged wage and hour violations. The Action was filed by former Zenith employees, Julissa Harrison and Patrick Gobran (“Plaintiffs”), and seeks payment of wages, penalties, and interest for a class of all current and former non-exempt employees of Zenith who worked for Zenith in California at any time during the Class Period (October 22, 2020 through February 3, 2026); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all current and former non-exempt California employees of Zenith who worked for Zenith during the PAGA Period (January 28, 2024 through February 3, 2026) (“Aggrieved Employees”).

Zenith denies all liability and is confident that it has strong legal and factual defenses to the above claims, and contends that its conduct is and has been lawful at all times and that Plaintiffs’ claims do not have merit and do not meet the requirements for class certification. However, Zenith recognizes the risks, distractions, and costs associated with continued litigation.

The Court has not made any ruling on the merits of this case.

The proposed Settlement has two main parts: (1) a Class Settlement whereby Zenith agrees to fund Individual Class Payments, and (2) a PAGA Settlement whereby Zenith agrees to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Zenith’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Zenith’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

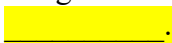
The above estimates are based on Zenith’s records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either periods, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. **Your legal rights are affected whether you act or not act.** Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Class Counsel. The Court

will also decide whether to enter a judgment that requires Zenith to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Zenith.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Zenith that are covered by this Settlement (Released Claims).
You Can Opt-Out of the Class Settlement but not the PAGA Settlement The Opt-Out Deadline is [REDACTED]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Zenith must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to

Written Challenges Must be Submitted by 	Zenith's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by  . See Section 4 of this notice.
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Zenith will not retaliate against you for any actions you take with respect to the proposed Settlement.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Zenith. The Action accuses Zenith of violating California labor laws by failing to provide meal periods or compensation in lieu thereof, failing to provide rest periods or compensation in lieu thereof, failing to pay all wages, failing to comply with itemized employee wage statement provisions, failing to timely pay wages due at termination, failing to timely pay employees, failing to reimburse employees for business expenses, and unfair business practices. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by Otkupman Law Firm, A Law Corporation, and Wilshire Law Firm, PLC (collectively, “Class Counsel”).

Zenith denies all liability and is confident that it has strong legal and factual defenses to the above claims, and contends that its conduct is and has been lawful at all times and that Plaintiffs’ claims do not have merit and do not meet the requirements for class certification. However, Zenith recognizes the risks, distractions, and costs associated with continued litigation.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Zenith or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Zenith hired Jonathan Andrews, an experienced, neutral mediator, in an effort to resolve the Action by negotiating and to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Zenith have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Zenith does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Zenith has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- A. Zenith will pay \$498,000.00 as the Gross Settlement Amount (Gross Settlement).

Zenith has agreed to fund the Gross Settlement in two installments: \$300,000.00 no later than January 15, 2027 or 45 days following final approval of the Class Action and PAGA Settlement, whichever is sooner, and \$198,000.00 nine months after the first payment is made. The Administrator will mail settlement payments within 14 days after Zenith fully funds the Gross Settlement Amount. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). The Judgment will be final on the date the Court enters Judgment, or a later date once the Final Approval Order and Judgment are no longer subject to appeal, review, or writ challenge if the Judgment is appealed.

B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

1. Up to \$166,000.00 (one third of the Gross Settlement) to Class Counsel for attorneys' fees and reimbursement to Class Counsel for litigation expenses not to exceed \$20,000.00. To date, Class Counsel have worked and incurred expenses on the Action without payment.
2. Up to \$10,000.00 to each Class Representative, for a total of up to \$20,000.00, as Class Representative Service Payments for filing the Action, working with Class Counsel and representing the Class. The Class Representative Service Payments will be the only monies Plaintiffs will receive other than their respective Individual Class Payments and any Individual PAGA Payments.
3. A payment to the Administrator for services administering the Settlement in an amount not to exceed \$12,000.00.
4. Up to \$25,000.00 for PAGA Penalties, allocated 65% (\$16,250.00) to the LWDA PAGA Payment and 35% (\$8,750.00) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

C. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

D. Taxes Owed on Payments to Class Members. Plaintiffs and Zenith are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion.") The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Zenith will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather

than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Zenith agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

E. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the funds represented by the cancelled check will be transmitted to the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check are transmitted to the Controller's Unclaimed Property Fund in your name, you should consult the rules of the Fund for instructions on how to retrieve your money.

F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. You may submit a signed written Request for Exclusion by mail, email, or fax by the _____ Response Deadline. The Request for Exclusion may be a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, present address, and email address or telephone number. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Zenith and the Released Parties.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) who are Aggrieved Employees remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Zenith and the Released Parties based on the PAGA Period facts alleged in the Action.

G. The Proposed Settlement will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Zenith have agreed that, in either case, the Settlement will be void: Zenith will not pay any money and Class Members will not release any claims against Zenith.

H. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail, and re-mail settlement checks and tax forms, and perform other tasks necessary

to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

I. Participating Class Members' Release. After the Judgment is final and Zenith has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Zenith or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

The claims released by Participating Class Members are all claims, rights, demands, liabilities, and causes of action alleged or which could have reasonably been alleged against the Released Parties based on the facts alleged in the operative Complaints (the "Released Class Claims"), including but not limited to all wage and hour claims, demands, rights, liabilities, and causes of action for allegedly failure to provide meal periods; failure to provide rest periods; failure to pay all wages and for all hours worked; failure to pay minimum and straight time wages; failure to pay overtime wages; failure to timely pay wages due at termination; failure to timely pay employees during employment; failure to provide and maintain accurate wage statements; failure to reimburse for business expenses; claims for civil and statutory penalties, interest, liquidated damages, attorney's fees and costs; claims under Labor Code sections 201-203, 204, 210, 218, 218.5, 218.6, 226, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1198, 2802, and applicable Industrial Welfare Commission Wage Orders; and unfair competition claims under California Business & Professions Code sections 17200 et seq. The Released Class Claims are those that accrued during the Class Period.

J. Released by Named Plaintiffs as Proxy or Agent of LWDA. After the Judgment is final, and Zenith has paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Zenith, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Zenith or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Release by Named Plaintiffs as Proxy or Agent of the LWDA is as follows:

The LWDA, by and through Plaintiffs as agents or proxies of the LWDA, shall be deemed to release the Released Parties from all claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, against the Released Parties based on the facts alleged in the operative Complaints and alleged in the corresponding PAGA Notices (the "Released PAGA Claims"), including but not limited to claims for civil penalties for violations of Labor Code sections 201-203, 204, 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 2698-2699.5, and applicable Wage Orders of the Industrial

Welfare Commission; claims under California Business & Professions Code section 17200 et seq.; and all related claims for attorneys' fees and costs. The Released PAGA Claims are those that accrued during the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

A. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$8,750.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

C. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Zenith's records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by sending a written challenge to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information. If this Notice is re-mailed to you after being returned as undeliverable, your challenge deadline is extended by an additional 14 calendar days beyond the Response Deadline.

You should support your challenge by sending copies of pay stubs or other records. The Administrator will accept Zenith's calculation of Workweeks and/or Pay Periods based on Zenith's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Zenith's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

You do not have to do anything to receive payment of your portion of the Settlement. If you do nothing, you will be considered a "Participating Class Member" and the Administrator will send your Individual Class Payment by U.S. mail and, if you also qualify as an Aggrieved Employee, your Individual PAGA Payment. The Administrator may combine the Individual Class Payment and Individual PAGA Payment into a single check.

If you choose to opt out of the Class Settlement (see Section 6 below), you will be considered a "Non-Participating Class Member." If you qualify as an Aggrieved Employee, the Administrator will send you an Individual PAGA Payment by U.S. mail. Although you may choose to opt out of the Class portion of the Settlement, you may not opt out of the PAGA portion of the Settlement.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a signed written Request for Exclusion by fax, email, or mail that reasonably communicates your election to be excluded from the Class Settlement and includes your name, present address, and email address or telephone number. The Request may be submitted by you or your representative. Identify the Action as Harrison, et al. v. Zenith Fast Food Inc., et al., Los Angeles County Superior Court Case No. 24STCV27676. **To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by [REDACTED].** If this Notice was re-mailed to you, you have an additional 14 calendar days beyond the Response Deadline. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members (those who have not opted out of the Class Settlement) have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Zenith are asking the Court to approve. At least 16 court days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Awards stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amounts Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [REDACTED].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Awards may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Identify the Action as Harrison, et al. v. Zenith Fast Food Inc., et al., Los Angeles County Superior Court Case No. 24STCV27676. Written objections may be sent to the Administrator by fax, email, or mail. If this Notice was re-mailed to you, you have an additional 14 calendar days beyond the Response Deadline. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 18 of the Los Angeles County Superior Court, located at 321 N. Spring St., Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Zenith and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to ILYM's website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below. You can also personally review court documents in the Clerk's Office at the Los Angeles County Superior Court during its regular business hours each business day or on the Court's website.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Names of Attorneys for Plaintiff Julissa Harrison: John Yslas; Arrash Fattahi; Arman Salehi

Email Address: john.yslas@wilshirelawfirm.com; arrash.fattahi@wilshirelawfirm.com;

arman.salehi@wilshirelawfirm.com

Name of Firm: Wilshire Law Firm, PLC

Mailing Address: 660 S. Figueroa Street, Sky Lobby, Los Angeles, CA 90017

Telephone: (213) 784-3830

Name of Attorney for Plaintiff Patrick Gobran: Roman Otkupman; Nidah Farishta

Email Address: Roman@OLFLA.com; Nidah@OLFLA.com

Name of Firm: Otkupman Law Firm, A Law Corporation

Mailing Address: 5743 Corsa Ave., Suite 123, Westlake Village, CA 91362

Telephone: (818) 293-5623

Settlement Administrator:

Name of Company: ILYM Group, Inc.

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If you do not cash your check by the deadline stated on the check itself, the money will be sent to the California State Controller's Unclaimed Property Division. Should you not cash your check in a timely fashion, you may find out more about how to recover your money by visiting https://www.sco.ca.gov/search_upd.html.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 3



Thank you for your Proposed Settlement Submission

From no-reply@formassembly.com <no-reply@formassembly.com>

Date Wed 9/23/2026 2:23 PM

To Giancarlo Recinos' Team <Giancarlorecinosteam@wilshirelawfirm.com>

09/23/2026 02:22:45 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 09/23/2026 02:22:45 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1077180-25

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate Attorneys General Act.htm&data=05%7C02%7Cdariane.rose%40wilshirelawfirm.com%7C2eeceb4bffb648a1d08008df19b8d938%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639257953866910615%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMtIsIkFOIjoITWFpbGlldUljoyfQ%3D%3D%7C0%7C%7C%7C&data=vhdTeuKIIttAQaBYa6qEgjSsctPjIYZBg3Zp9CAMYqw%3D&reserved=0](https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate%20Attorneys%20General%20Act.htm&data=05%7C02%7Cdariane.rose%40wilshirelawfirm.com%7C2eeceb4bffb648a1d08008df19b8d938%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639257953866910615%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMtIsIkFOIjoITWFpbGlldUljoyfQ%3D%3D%7C0%7C%7C%7C&data=vhdTeuKIIttAQaBYa6qEgjSsctPjIYZBg3Zp9CAMYqw%3D&reserved=0)

EXHIBIT 4



Case Name: Harrison, et al. v. Zenith Fast Food Inc., et al.
Tuesday, September 15, 2026

Requesting Attorney:
Bella Viramontes
Otkupman Law Firm, ALC
bella@olfla.com
818.293.5623

ILYM Group Contact:
Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: Class & PAGA

KEY ASSUMPTIONS	
Total Number of Class Members	81
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	No
NCOA	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	\$650.00
Project Management:	\$655.00
Notification & Mailing:	\$281.24
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$2,448.76
Case Conclusion:	\$965.00

Estimated ILYM Fees & Expenses: \$5,000.00



Case Name: Harrison, et al. v. Zenith Fast Food Inc., et al.

Tuesday, September 15, 2026

Requesting Attorney's Name: Bella Viramontes

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	2	\$300.00
Programming of Class Database	Hourly	\$175.00	2	\$350.00

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$650.00

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	3	\$360.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	1	\$70.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	1	\$70.00
Report Processing	Hourly	\$70.00	1	\$70.00
NCOA	Flat Rate	\$30.00	1	\$30.00
Toll Free Customer Service Representative	Flat Fee	\$55.00	1	\$55.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$655.00

NOTIFICATION & MAILING				
Fulfillment of Notice, English only	Per Piece	\$1.50	81	\$121.50
USPS First Class Postage	Per Piece	\$0.81	81	\$65.61
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	12	\$24.30
Storage, Photocopies, Deliveries	Flat Fee	\$69.83	1	\$69.83

Subtotal \$281.24



Case Name: Harrison, et al. v. Zenith Fast Food Inc., et al.

Tuesday, September 15, 2026

Requesting Attorney's Name: Bella Viramontes

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	2	\$300.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	2	\$250.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	\$1.00	81	\$81.00
USPS First Class Postage	Per Piece	\$0.81	81	\$65.61
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.50	8	\$12.15
Preparation of Taxes	Hourly	\$120.00	2	\$240.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$2,448.76

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Project Manager Final Reporting	Hourly	\$120.00	2	\$240.00
Process Unclaimed Funds to the State	Flat Fee	\$500.00	1	\$500.00
Declaration	Hourly	\$125.00	1	\$125.00

Subtotal \$965.00

Estimated ILYM Fees & Expenses: \$5,000.00

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM 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, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.