PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Johnny Byrne ("Plaintiff") and Defendant Sorella Ristorante Italiano, Inc. ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. <u>DEFINITIONS</u>.

1.1. "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendant captioned *Byrne v. Sorella Ristorante Italiano, Inc.*, Case No. BCV-25-101648 initiated on May 5, 2025, and pending in Superior Court of the State of California, County of Kern.

1.2. "Administrator" means Phoenix Settlement Administrator, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4. "Aggrieved Employee" means All individuals who were employed by Defendant in California as non-exempt hourly employees at any point during the PAGA Period.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. "Court" means the Superior Court of California, County of Kern.

1.8. "Defense Counsel" means Wesley Krueger and Celine Sim of Lewis Brisbois Bisgaard & Smith LLP.

1.9. "Effective Date" means the date on which the Court enters Judgment approving the PAGA Settlement.

1.10. “Gross Settlement Amount” means eighty thousand dollars ($80,000.00), which is the total amount Defendant agrees to pay under the Settlement.

1.11. “Individual PAGA Payments” means the Aggrieved Employees’ respective pro rata share of the 35% portion of the PAGA Penalties, calculated based on the number of PAGA Pay Periods worked during the PAGA Period.

1.12. “Judgment” means the judgment entered by the Court based upon the Approval of the Settlement.

1.13. “LWDA” means the California Labor and Workforce Development Agency.

1.14. “LWDA PAGA Payment” means 65% of the PAGA Penalties paid to the LWDA pursuant to Labor Code section 2699, subd. (m).

1.15. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Plaintiff Incentive Payment, and the Administration Expenses Payment. Thirty-five percent (35%) of the remainder shall be paid to Aggrieved Employees as Individual PAGA Payments and sixty-five percent (65%) to the LWDA as the LWDA PAGA Payment.

1.16. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.17. “PAGA Counsel” or “Plaintiff’s Counsel” means Kevin Mahoney and John Young of Mahoney Law Group, the attorneys representing the Plaintiff in the Action.

1.18. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.19. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.20. “PAGA Pay Period Estimate” means, based on a review of Defendant’s records to the mediation date, March 10, 2026, a total of 1,985 PAGA Pay Periods.

1.21. “PAGA Plaintiff Incentive Payment” means payment to Plaintiff in the amount of ten thousand dollars ($10,000.00).

1.22. “PAGA Period” means the period from February 26, 2024, through May 9, 2026.

1.23. “PAGA Notice” means Plaintiff’s February 26, 2025, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.24. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, with allocated thirty-five percent (35%) to the Aggrieved Employees and sixty-five percent (65%) to the LWDA.

1.25. “Plaintiff” means Johnny Byrne, the named plaintiff in the Action.

1.26. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.27. “Released PAGA Claims” means the claims being released by the Plaintiff as described in Paragraph 5 below.

1.28. “Released Parties” means: Defendant and each of its former and present employees, directors, officers, shareholders, owners, predecessors, successors, assigns, subsidiaries, and each of its and their subsidiaries, employees, directors, officers, and insurers.

1.29. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.30. “Defendant” means named Defendant Sorella Ristorante Italiano, Inc.

2. RECITALS.

2.1. On May 5, 2025, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for the following violations of the Labor Code under PAGA for (1) failure to pay all wages, including minimum wages and overtime wages; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to provide accurate itemized wage statements; (5) failure to reimburse for necessary business expenditures; and (6) failure to pay wages due at separation of employment. The Complaint is the operative complaint in the Action (the “Operative Complaint.”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On March 10, 2026, the Parties participated in an all-day mediation presided over by Daniel Turner, Esq. The full-day mediation led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, a volume of documents and data relevant to Plaintiff’s claims and Defendant’s defenses thereto, including, and not limited to, Plaintiff's employment records, a fifty (50%) percent sample of time and pay data of Aggrieved Employees, employee handbooks utilized by Defendant during the PAGA Period. Counsel for the Parties undertook significant investigation, and also invested time reviewing and analyzing relevant documents and data to evaluate Plaintiff's claims, including, and not limited to, calculating the potential monetary recovery under PAGA.

2.5. The Parties, PAGA 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. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay eighty thousand dollars ($80,000.00) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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 approved by the Court:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than thirty-five percent (35%) of the Gross Settlement Amount, currently estimated to be twenty-eight thousand dollars ($28,000.00) and a PAGA Counsel Litigation Expenses Payment of not more than twelve thousand dollars ($12,000.00). Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for approval of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS Form 1099. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and shall hold Defendant harmless from any dispute or controversy regarding the allocation or payment of any of these Payments.

3.2.2. To Plaintiff: A PAGA Plaintiff Incentive Payment in an amount not exceed ten thousand dollars ($10,000.00) in addition to any Individual PAGA Payment that he may be entitled to receive as an Aggrieved Employee. Defendant will not oppose requests for Court approval of this payment provided that if does not exceed this amount. Plaintiff and/or PAGA Counsel will file an application or motion for approval of the PAGA Plaintiff Incentive Payment. If the Court approves a PAGA Plaintiff Incentive Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the PAGA Plaintiff Incentive Payment using an IRS Form 1099. Plaintiff assumes full responsibility and liability for taxes owed on the PAGA Plaintiff Incentive Payment and shall hold Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any allocation or payment of the PAGA Plaintiff Incentive Payment..

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed three thousand three hundred eighty dollars and sixty-three cents ($3,380.63) except upon 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 three thousand three hundred eighty dollars and sixty-three cents ($3,380.63), the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of the Net Settlement Amount (estimated to be twenty-nine thousand one hundred nineteen dollars and thirty-seven cents ($29,119.37), with sixty-five percent (65%) allocated to the LWDA PAGA Payment and thirty-five percent (35%) allocated to the Individual PAGA Payments.

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

3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS Forms 1099.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Data. Within thirty (30) days of the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use reasonable efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.2. Disbursement Calculations. Within fifteen (15) calendar days after receiving the Aggrieved Employee Data, the Administrator will provide the Parties with a spreadsheet showing its calculations for anticipated payments to the Aggrieved Employees and the allocation of PAGA Pay Periods for each individual. The Administrator shall redact any identifying information and instead use an employee number to differentiate (except as to the named Plaintiff in the Action) in order to protect the Aggrieved Employees' confidential information.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than one hundred thirty (130) days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within ten (10) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, PAGA Plaintiff Incentive Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments. The Parties agree that there is no statutory obligation to provide notice of settlement to Aggrieved Employees, however after the Court enters its order granting the Motion, every Aggrieved Employee will be provided with a notice substantially in the form evidenced by Exhibit A to this Agreement with their Individual PAGA Payment.

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

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

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

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

4.4.5. The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees, who have no right to opt out or otherwise exclude themselves from the Settlement or the release of Released PAGA Claims set forth in this Agreement.

5. **RELEASES OF CLAIMS**. Effective upon Defendant's full funding of the Gross Settlement Amount Plaintiff and Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Release by Plaintiff and Aggrieved Employees.

Plaintiff and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice during the PAGA Period. This release includes claims under the PAGA for failure to pay any form of wage due, including minimum and overtime wages, failure to provide meal periods, failure to timely pay all wages, failure to pay wages due and payable on demand, failure to pay wages due upon termination, failure to provide accurate itemized wage statements, failure to reimburse necessary business expenditures, and failure to maintain accurate time and/or payroll records. This release does not apply to any individual claim Plaintiff and or Aggrieved Employees maintain against Defendant for unpaid wages, meal/rest breaks, wage statement violations, waiting time penalties, and reimbursement claims. No release in this agreement shall be effective until the Gross Settlement Amount is fully funded.

5.2 No Class or Representative Action. In consideration for the PAGA Plaintiff Incentive Payment, Plaintiff agrees that he shall not seek to serve as a representative in any class, collective, or future representative action (other than this Action) against Defendant based on the facts alleged in the Action.

6. MOTION FOR APPROVAL OF SETTLEMENT. Plaintiff will prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than forty-five (45) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administration Solutions ("Phoenix") to serve as the Administrator and verified that, as a condition of appointment, Phoenix 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 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.3.1 Final Report by Administrator. Within 10 days after the Administrator disburses the full Gross Settlement Amount from the QSF, the Administrator will provide PAGA 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, if applicable and requested by either Party, the Administrator will prepare and submit to PAGA Counsel and Defense Counsel a signed declaration suitable for filing with the Court attesting to its disbursement of all payments required under this Agreement.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. ESCALATOR CLAUSE Based on its records, Defendant has provided a PAGA Pay Periods Estimate of 1,985. If the actual number of PAGA Pay Periods during the PAGA Period is greater than 10% above this estimate (i.e., if there are more than 2,184 pay periods worked by the Aggrieved Employees), then Defendant shall have the option to either: (1) agree to increase the Gross Settlement Amount on a proportional basis above the 10% threshold (i.e., if the total number of pay periods is 11% higher than 1,985, Defendant shall increase the Gross Settlement Amount by 1%); or (2) elect to end the PAGA Period on an earlier date at the Defendant's discretion in order to limit the covered PAGA Pay Periods to no more than 10% above the estimate provided in lieu of paying an increase to the Gross Settlement Amount; provided, however, that Defendant shall inform PAGA Counsel of its election within 7 days of being provided with the Administrator's calculation of PAGA Pay Periods worked by Aggrieved Employees.

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

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

10. **ADDITIONAL PROVISIONS.**

10.1 <u>No Admission of Liability or Representative Manageability for Other Purposes</u>. 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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 <u>Integrated Agreement</u>. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3 <u>Attorney Authorization</u>. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

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

10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.13 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.14 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:
MAHONEY LAW GROUP, APC
Kevin Mahoney, Esq.
kmahoney@mahoney-law.net
John A. Young, Esq.
jyoung@mahoney-law.net
249 E. Ocean Boulevard, Suite 814
Long Beach, CA 90802
Telephone No.: 562-590-5550
Facsimile No.: 562-590-8400

To Defendant:

LEWIS BRISBOIS BISGAARD & SMITH LLP
Wesley A. Kruger
Wesley.Krueger@lewisbrisbois.com
Celine Sim
Celine.Sim@lewisbrisbois.com
633 W. 5th Street, Suite 4000
Los Angeles, CA 90071
Telephone: (213) 680-5073
Facsimile: (213) 250-7900

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

10.16 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.

Dated: 05 / 29 / 2026

Johnny Byrne
Plaintiff

Dated:

Name:

Title:

On behalf of Defendant Sorella Ristorante Italiano, Inc.

10.16 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.

Dated:

____
Johnny Byrne
Plaintiff

Dated: 6/2/2026

DocuSigned by:
laurel Swift Floyd
392D7E474DAF457...
Name: laurel Swift Floyd

Title: President

On behalf of Defendant Sorella Ristorante Italiano, Inc.

EXHIBIT A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

Re: Notice of PAGA Settlement and Payment from *Byrne v. Sorella Ristorante Italiano, Inc.*

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Byrne v. Sorella Ristorante Italiano, Inc.,* Kern Superior Court Case No. BCV-25-101648.

The case was filed against Sorella Ristorante Italiano, Inc. ("Defendant"), pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called "PAGA"). The claims were brought on behalf of the State of California and all non-exempt, hourly paid current and former employees of Defendant in California at any time during the PAGA Period (February 26, 2024 through May 9, 2026), hereinafter referred to as "Aggrieved Employees." You have been identified as one of the Aggrieved Employees on whose behalf the case was brought.

Plaintiff in the case, Johnny Byrne ("Plaintiff"), claimed that Defendant owed penalties under PAGA for certain alleged violations of the California Labor Code because Defendant allegedly: (1) failed to pay all wages, including minimum wages and overtime wages; (2) failed to provide meal periods; (3) failed to provide rest periods; (4) failed to provide accurate itemized wage statements; (5) failed to reimburse for necessary business expenditures; and (6) failed to pay wages due at separation of employment. Defendant denies it did anything wrong or that it owes any penalties. The Parties agreed to resolve the case, and as part of that settlement, Defendant agreed to pay a certain amount of money categorized as PAGA penalties. The settlement of this action does not constitute an admission by Defendant of any of the matters alleged in the case or an admission of liability. Under the PAGA statute, the penalties get divided between the State and the employees. The enclosed check represents your portion of the penalties allocated to the employees.

Enclosed is a check made out to you. The check represents your share of the settlement for PAGA civil penalties ($_ .). Under the settlement, the Plaintiff and Plaintiff on behalf of the State of California have released the following PAGA Claims on behalf of "aggrieved employees", including you:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice. This release includes claims under the PAGA for failure to pay any form of wage due, including minimum and overtime wages, failure to provide meal periods, failure to timely pay all wages, failure to pay wages due, failure to reimburse necessary business expenditures, failure to pay wages due upon termination, failure to provide accurate itemized wage statements, and failure to maintain accurate time and/or payroll records.

This release applies to your ability to pursue claims through PAGA, regardless of whether you cash your check, and regardless of whether this letter can be delivered to you.

Your check will be valid for 180 days from the date it is issued. If you do not cash your check within the 180-day period, the funds will be turned over to the California Controller's Unclaimed Property Fund in your name.

If you have any questions regarding this Settlement, please contact the Settlement Administrator at the contact information listed above.

[INSERT PHOENIX CONTACT INFO]

Very Truly Yours,

Phoenix Settlement Administrators