

PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 ET SEQ.)
SETTLEMENT AGREEMENT

Subject to the approval of the Court, this Settlement Agreement (“Settlement Agreement” or “Settlement”) is made and entered into between Plaintiffs Mariel Peña and Sandra Torres, for themselves, and acting in a private attorney general capacity, on behalf of the State of California and all PAGA Settlement Employees, and Defendants Zerep Management Corporation, Vincent’s General Services, Inc., and Valley Vista Services, Inc. (collectively, the “Parties”).

I. DEFINITIONS

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

1. “Action” means the matter entitled *Mariel Peña, et al. v. Zerep Management Corporation, et al.*, pending in the Los Angeles County Superior Court of the State of California, Case No. 25STCV12783.

2. “Complaint” means the claims and allegations set forth in the operative pleading filed in the Action, and in the Plaintiffs’ correspondence to the California Labor and Workforce Development Agency dated April 24, 2025.

3. “Defendants” means Zerep Management Corporation (“Zerep”), Vincent’s General Services, Inc. (“Vincent’s”), and Valley Vista Services, Inc. (“Valley Vista”) and includes any of their past, present, and future officers, directors, employees, agents, board members, shareholders, attorneys, insurers, reinsurers, partners, investors, members, representatives, predecessors, parent companies, subsidiaries, affiliates, divisions, successors, agents, and principals, and its heirs, estates, executors, administrators, servants, insurers, attorneys, and assigns.

4. “Effective Date” of the Settlement means the date upon which the Court enters the order approving this Settlement.

5. “Enhancement Award” means the Court-approved payment of up to Five Thousand Dollars (\$5,000.00) to each Plaintiff, to be paid from the Gross Settlement Amount in recognition of the Plaintiffs’ efforts and service in connection with the Action, and in addition to any Individual PAGA Payment to which each Plaintiff may be entitled as an Aggrieved Employee.

6. “Gross Settlement Amount” is the sum of Eight Hundred Twenty-Five Thousand Dollars and Zero Cents (\$825,000.00), which represents the total amount payable by Defendants under this Settlement Agreement for the release of the Released Claims and includes payments to all PAGA Settlement Employees, payment of Enhancement Awards, payment to the LWDA, payment of Plaintiff’s attorneys’ fees and costs, and payment to the Settlement Administrator.

7. “Individual PAGA Payment” means the pro rata amount to be paid to each PAGA Settlement Employee from the thirty-five percent (35%) portion of the PAGA Payment; such individual share to be based on the number of pay periods during which a PAGA Settlement Employee worked for Defendant during the PAGA Period.

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

9. “LWDA Letter” means the letters Plaintiffs submitted to the LWDA on April 24, 2025.

10. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and PAGA Settlement Employees after the following amounts, if approved by the Court, are subtracted from the Gross Settlement Amount: (a) Plaintiff’s Attorneys’ Fees of up to Two Hundred Seventy-Two Thousand Two Hundred Fifty Dollars and Zero Cents (\$272,250.00); (b) Plaintiff’s Costs up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00); and (c) PAGA Settlement Administration costs currently estimated at One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00).

11. “Parties” means Plaintiffs and Defendants.

12. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code section 2698, *et seq.*

13. “PAGA Period” means the time period from April 24, 2024, through the Effective Date. As of the execution of this Settlement Agreement, Defendant estimates there are approximately 16,500 eligible pay periods worked during the PAGA Period by approximately 724 PAGA Settlement Employees.

14. “PAGA Representative Counsel” means Mills Sadat Dowlat, LLP, located at 333 South Hope Street, Los Angeles, California 90071.

15. “PAGA Settlement Employee” or “PAGA Settlement Employees” means an “aggrieved employee” under PAGA, and includes all current and former employees who were hourly, non-exempt and who worked for Defendants in the State of California for at least one pay period during the PAGA Period.

16. “Plaintiffs” means Mariel Peña and Sandra Torres.

17. “PAGA Payment” means the Net Settlement Amount of which sixty-five percent (65%) will be paid to the LWDA, and of which thirty-five percent (35%) will be paid to PAGA Settlement Employees.

18. “QSF” means qualified settlement fund.

19. “Released Claims” means only claims for civil penalties under the California Private Attorneys General Act, Labor Code section 2698 *et seq.* (“PAGA”), that were asserted in the Action and operative Complaint, or that could have been asserted under PAGA based on the facts alleged in the operative Complaint and the LWDA Letter, arising during the PAGA Period, including, but not limited to, claims, rights, liabilities and causes of action for PAGA civil penalties predicated on alleged violations of Labor Code sections 201, 202, 203, 210, 226, 226.7, 226.3, 226.8, subdivision (a), 246, 510, subdivision (a), 512, 515, 558, 558.1, 1194, subdivision (a), 1197, 1197.1, 1198, 2750.5, 2802, and 2699 *et seq.*, and any violation of any applicable Industrial Welfare Commission Order related to those Labor Code sections and a California Civil Code section 1542 release as to those sections. Released Claims are limited solely to claims for PAGA civil penalties and do not include, release, compromise, or affect any class claims, individual claims, claims for damages, restitution, unpaid wages, statutory penalties other than PAGA civil

penalties, or any other personal or non-representative claims of Plaintiffs or any other aggrieved employee.

20. “Released Parties” means Defendants Zerep Management Corporation, Vincent’s General Services, Inc., and Valley Vista Services, Inc., and Defendants’ past, present, and future officers, directors, employees, board members, shareholders, attorneys, insurers, reinsurers, customers, partners, investors, members, representatives, predecessors, franchisors, parent companies, subsidiaries, affiliates, divisions, successors, agents, and principals, and its heirs, estates, executors, administrators, servants, insurers, attorneys, assigns, and any individual or entity that could be jointly liable with Defendant.

21. “Settlement Administrator” means Phoenix Class Action Administrators.

22. “PAGA Settlement Administration Costs” means the cost, currently estimated at One Thousand Five Hundred Dollars (\$1,500), to be paid to the Settlement Administrator for administering the Settlement, including sending checks and Settlement Notices to the PAGA Settlement Employees.

23. “Settlement Notice” means an explanatory letter similar to that attached hereto as Exhibit A to be sent by Settlement Administrator to PAGA Settlement Employees.

II. RECITALS

1. Plaintiffs were hourly, non-exempt employees who worked for Defendant during the PAGA Period.

2. On April 24, 2025, Plaintiffs provided written notice to the LWDA and Defendant pursuant to Labor Code section 2699.3 of *inter alia* alleged violations of the California Labor Code and Industrial Welfare Commission Orders.

3. On May 6, 2025, Plaintiff filed the Action under the PAGA with the Court on behalf of the State of California and other aggrieved employees alleging multiple violations of the California Labor Code and Industrial Welfare Commission Wage Orders by Defendant.

4. The Parties have independently analyzed and investigated the facts and law relevant to this case through discovery, including, but not limited to, the employment policies, procedures, and practices implicated by the Complaint and/or the LWDA Letter; timekeeping and payroll records relating to Plaintiffs and other hourly, non-exempt employees on whose behalf the Complaint and/or the LWDA Letter PAGA Representative Claims are asserted; and summaries of data pertaining to the number of employees allegedly affected by the policies, procedures, and practices implicated by the Complaint and/or the LWDA Letter.

5. On April 15, 2026, the parties participated in a full-day Mediation before Mediator Steven Serratorre.

6. After a full-day Mediation and extensive negotiation, and after evaluating the strengths and weaknesses of their respective positions, after considering the time, expense, and risk associated with litigating this case to judgment, and after engaging in arm’s-length settlement negotiations through informed counsel and facilitated by the Mediator, the Parties agreed to fully

and finally, and exclusively, resolve the Released Claims as to Plaintiffs and the PAGA Settlement Employees/Aggrieved Employees, subject to Court approval.

7. This Settlement contemplates the entry of an Order by the Court approving the payment allocated for settlement of PAGA Penalties to Plaintiffs and PAGA Settlement Employees, and the dismissal with prejudice of the Action.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** Nothing in this Settlement Agreement shall be construed to be an admission by Plaintiffs that their claims do not have merit or by Defendants of any liability or wrongdoing as to Plaintiffs, PAGA Settlement Employees or any other person, and Defendants specifically disclaim any such liability or wrongdoing. Defendants specifically disclaim any liability to Plaintiffs or any other allegedly aggrieved employee for any alleged violation of his/her/their rights, or for any alleged violation of any order, law, statute, duty or contract. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement Agreement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Gross Settlement Amount.** Defendant shall pay Eight Hundred Twenty-Five Thousand Dollars and Zero Cents (\$825,000.00) as the Gross Settlement Amount. Defendant shall distribute the Gross Settlement Amount to the Settlement Administrator within thirty (30) business days after the Effective Date.

3. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to be distributed to the LWDA and PAGA Settlement Employees hereinafter referred to as the ("PAGA Payment"):

a. **Plaintiff's Attorneys' Fees and Costs.** Defendant will not oppose Plaintiff's request for Plaintiff's Attorneys' Fees of up to Five Thousand Dollars (\$272,250.00) and Plaintiffs' Costs up to Twenty-Five Thousand Dollars (\$25,000.00) incurred in prosecuting this Action. In the event the Court approves a payment of less than the amount of fees and costs requested by Plaintiffs, the difference will be added to the PAGA Payment.

b. **Administration Cost.** Defendant will not oppose the Settlement Administrator's costs, currently estimated at One Thousand Five Hundred Dollars (\$1,500), for administering the Settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the PAGA Payment.

c. **Enhancement Awards.** Defendants will not oppose Plaintiffs' application to the Court for Enhancement Awards of up to \$5,000.00 for each Plaintiff, to be paid to Plaintiffs out of the Gross Settlement Amount in addition to the amount to be paid to Plaintiffs as Aggrieved Employees ("Enhancement Award"). Any portion of the Enhancement Award which is not approved by the Court will revert to the Net Settlement Amount.

4. **PAGA Payment.** A portion of the PAGA Payment will be allocated to the LWDA and the remainder will be allocated to PAGA Settlement Employees in settlement of the Released Claims. The PAGA Payment will be subject to Court approval consistent with California Labor Code section 2699.3(b)(4). Upon approval, the PAGA Payment shall be allocated as follows:

a. Sixty-five percent (65%) will be paid to the LWDA, as required by California Labor Code section 2699(i).

b. Thirty-five percent (35%) will be divided on a pro rata basis among PAGA Settlement Employees and distributed by the Settlement Administrator in Individual PAGA Payments, as required by California Labor Code section 2699(i).

c. The payments will be reported on IRS Forms 1099 issued to the LWDA and each PAGA Settlement Employee. The Settlement Administrator will be responsible for issuing to PAGA Settlement Employees and PAGA Representative Counsel any 1099 or other tax forms as may be required by law for all amounts paid pursuant to this Settlement.

5. **Representative PAGA Release.** As of the Effective Date, all PAGA Settlement Employees and the State of California, in consideration of the PAGA Payment, shall be bound by this Agreement and shall have recourse exclusively to the benefits, rights, and remedies provided hereunder. Plaintiffs, PAGA Settlement Employees, and the State of California shall be deemed to have, and by operation of the Order granting approval of the payment of the PAGA Payment as described in this Agreement, fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the Released Claims through the Effective Date.

6. **Express Exclusion of Separate Individual Claims.** For avoidance of doubt, this Settlement Agreement does not release any individual claims belonging to Mariel Peña or Sandra Torres in *Mariel Peña v. Vincent's General Services, et al.* Los Angeles Superior Court Case No. 25PSCV02525 and *Sandra Torres v. Vincent's General Services, Inc., et al.*, Los Angeles Superior Court Case No. 25PSCV02526, which actions are expressly carved out and preserved. The Parties agree that this Settlement resolves only the representative PAGA claims and PAGA civil Penalties described herein and shall have no claim-preclusive, issue-preclusive, waiver, release, or evidentiary effect on Plaintiffs' separate individual actions identified hereinabove, except only as to any claim for PAGA civil Penalties expressly released by this Agreement.

7. **Released Claims.** Upon the Effective Date, Plaintiffs and all PAGA Settlement Employees and the LWDA will be forever barred from pursuing any and all Released Claims. The LWDA or PAGA Settlement Employees may discover facts in addition to those they now know or believe to be true with respect to the subject matter of the Released Claims, but upon the Effective Date, Plaintiffs, the LWDA and PAGA Settlement Employees shall be deemed to have, and by operation of the Court's Order approving Settlement shall have, fully, finally, and forever settled and released any and all of the Released Claims, without regard to the subsequent discovery or existence of such different or additional facts. The LWDA, Plaintiffs and PAGA Settlement Employees may not sue or otherwise make a claim seeking recovery for any of the Released Claims against any of the Released Parties. It is the intent of the Parties that the Settlement approval order entered by the Court shall have full res judicata effect and be final and binding upon Plaintiffs, the

LWDA and PAGA Settlement Employees regarding the Released Claims. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Sup. Ct. (Angelo Dairy)*, 46 Cal.4th 969 (2009) and *Cardenas v. McLane Foodservice, Inc.*, 796 F.Supp.2d 1246 (2011), PAGA Settlement Employees shall be deemed to have released the Released Claims regardless if the check is cashed or not.

8. **Filing of Request for Approval of PAGA Settlement by Plaintiffs' Counsel.**

The Parties will cooperate in obtaining through an unopposed or joint motion/stipulation, an order from the Court approving the terms of this Agreement at the earliest possible date following the execution of this Agreement. Plaintiffs' counsel shall be responsible for filing either a joint or unopposed motion / stipulation for approval of the Settlement. Plaintiff shall provide the requisite notice of this Settlement Agreement to the LWDA on or before the date Plaintiffs request approval of this Settlement Agreement from the Court. If the Court approves this Settlement, the Parties shall request that the Court enter an Order approving the settlement.

As part of the request to approve the Settlement, Plaintiffs shall submit a proposed order granting approval of this Settlement. The Order granting approval of the settlement shall provide for a dismissal, with prejudice, of the entire Action and the Complaint. The Court shall retain jurisdiction to enforce the terms of this Agreement. This Settlement is expressly conditioned upon the Court entering such an Order approving this Settlement as set forth herein.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator.** The Settlement Administrator will be responsible for establishing a qualified settlement fund ("QSF") and issuing payments and appropriate tax forms to PAGA Settlement Employees, the LWDA, and Plaintiffs' counsel.

2. **Provision of Information for PAGA Settlement Employees.** Within fourteen (14) calendar days after the Effective Date, Defendants will provide the information regarding the PAGA Settlement Employees to the Settlement Administrator. This information will include the name, most recently known address, social security number, and total pay periods worked for each of the PAGA Settlement Employees during the PAGA Period. The list shall also include the sum total of all pay periods worked by PAGA Settlement Employees during the PAGA Period. As social security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement.

The Settlement Administrator will calculate the amount to be received by each PAGA Settlement Employee. Within five (5) calendar days of receiving the Gross Settlement Amount, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the estimated individual settlement payments to each PAGA Settlement Employee and the data used to calculate said payments. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual PAGA Payments.

3. **Explanatory Letter and Individual PAGA Payments.** Upon receipt of the information for PAGA Settlement Employees, the Settlement Administrator will perform a search

on the National Change of Address database to update the PAGA Settlement Employees' addresses.

Within ten (10) court days of receiving approval from counsel of the payment calculations as provided above, the Settlement Administrator will issue payments to: (a) PAGA Settlement Employees along with an explanatory letter ("Settlement Notice"); (b) the LWDA; (c) Plaintiff's counsel; (d) Plaintiff; and (e) itself.

4. **Undeliverable Notices.** The Settlement Administrator will issue each PAGA Settlement Employee a check for his, her, or their share of the PAGA Payment along with a Settlement Notice. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address or social security number of the PAGA Settlement Employees involved, and will then perform a single re-mailing. Individual PAGA Payment checks will remain negotiable for one hundred and eighty (180) calendar days, and PAGA Settlement Employees will have one hundred and eighty (180) calendar days from the date of the mailing to cash their Individual PAGA Payment checks. If an PAGA Settlement Employee's check is returned to the Settlement Administrator with a forwarding address provided by the United States Postal Service, the Settlement Administrator will promptly resend the check to that PAGA Settlement Employee to that address, but this re-mailing will not extend the 180-day period to cash a check. Funds represented by Individual PAGA Payment checks returned as undeliverable and those Individual PAGA Payment checks remaining un-cashed for more than one hundred and eighty (180) calendar days after issuance will be paid to Pomona Community Foundation at 101 W. Mission Blvd. Suite 110 #402, Pomona, CA 91766.

Defendants fully discharges its obligations to those PAGA Settlement Employees who are entitled to an Individual PAGA Payment through the Settlement Administrator's mailing of a check, regardless of whether such checks are actually received and/or negotiated by PAGA Settlement Employees.

5. **Accounting.** Within fifteen (15) calendar days of receiving approval from both Parties' counsels of the payment calculations, the Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the Settlement, via a declaration or otherwise.

6. **Tax Consequences.** Individual PAGA Payments made under this Settlement will be attributed one hundred percent (100%) as Penalties and interest and paid via IRS Form 1099 issued to each PAGA Settlement Employee. Defendant makes no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement.

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V. MISCELLANEOUS PROVISIONS

1. **Mutual Preparation and Drafting.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties through informed counsel and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party.

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

3. **Successors.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, and successors.

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

5. **Authority.** Defendants represent and warrant that the undersigned has the authority to act on behalf of Defendants and to bind Defendants to the terms of this Settlement Agreement. Plaintiffs represent and warrant that Plaintiffs have the authority to enter into this Settlement Agreement.

6. **Governing Law.** This Settlement Agreement shall be construed under and governed by the laws of the State of California.

7. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them, and acknowledge and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA claim. This Settlement Agreement cannot be amended or modified except by a writing signed by the Parties hereto.

8. **Nullification of Settlement Agreement.** In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions, without prejudice. Neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect.

9. **Judgment and Continued Jurisdiction.** After approval of this Settlement, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

The Parties further agree that upon the occurrence of the dismissal of the Action pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure Section 664.6 and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and PAGA Settlement Employees to interpret and enforce the terms, conditions and obligation of the Agreement.

10. **Entire Agreement.** This Settlement Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

11. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties.

12. **Binding on Successors and Assigns.** This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

13. **Execution and Counterparts.** This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile, DocuSign, and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

14. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action, and have arrived at this settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this settlement.

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

Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

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

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

18. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

19. **Dispute(s).** Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, the Parties agree to submit any such dispute(s) to the Court. To the extent any Party seeks to enforce any of the terms of this Agreement in or before the Court, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

20. **Non-Evidentiary Use.** Neither this Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, or their respective counsel in the Action or in any other action or proceeding; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement.

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

22. **No Public Comment.** Neither the Parties nor their counsel shall make or issue any public statements to the press or any other third party, nor post any information on websites or other public forums, concerning the Action in any way.

23. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

24. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to

disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

25. **Denial of Liability.** The Parties expressly recognize that the making of this Settlement Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any court proceeding that has as its purpose the interpretation, implementation or enforcement of the settlement or any orders or judgments of the Court entered into in connection therewith.

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

Dated: May 12, 2026

By: Mariel Peña (May 12, 2026 17:41:26 PDT)
Plaintiff Mariel Peña

Dated: May , 2026

By: _____
Plaintiff Sandra Torres

Dated: May 19, 2026

By: [Signature]
Defendant Zerep Management Corporation

Dated: May 19, 2026

By: [Signature]
Defendant Vincent's General Services, Inc.

Dated: May 19, 2026

By: [Signature]
Defendant Valley Vista Services, Inc.

disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

25. **Denial of Liability.** The Parties expressly recognize that the making of this Settlement Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any court proceeding that has as its purpose the interpretation, implementation or enforcement of the settlement or any orders or judgments of the Court entered into in connection therewith.

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

Dated: May __, 2026

By: _____
Plaintiff Mariel Peña

Dated: May 14, 2026

By:  _____
Sandra Torres (May 14, 2026 12:23:20 PDT)
Plaintiff Sandra Torres

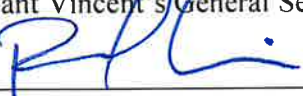
Dated: May 19 2026

By:  _____
Defendant Zerep Management Corporation

Dated: May 19 2026

By:  _____
Defendant Vincent's General Services, Inc.

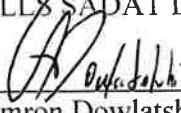
Dated: May 19 2026

By:  _____
Defendant Valley Vista Services, Inc.

Approved as to form:

Dated: May 12 2026

MILLS SADAT DOWLAT, LLP



Camron Dowlathahi
Attorneys for Plaintiffs
Mariel Peña and Sandra Torres

FLOYD SKEREN MANUKIAN LANGEVIN, LLP

Dated: May 19 2026



Eric E. Ostling
Michael Purqurian
Attorneys for Defendants