

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Javier Giron Ortiz and Alfonso Mancilla (“Plaintiffs”) and defendant Prima Pizza, Inc. (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiffs’ PAGA lawsuit alleging wage and hour violations against Defendant captioned *Javier Giron Ortiz, et. al. v. Prima Pizza, Inc.* initiated on April 7, 2025 and pending in Superior Court of the State of California, County of Los Angeles. Case No. 25STCV10221
- 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 approval of this Settlement.
- 1.4. “Aggrieved Employee” means a person employed by Defendant as a non-exempt employee in California during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means a Microsoft Excel spreadsheet containing the following information for each Aggrieved Employee: (1) full name; (2) last known mailing address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment as a non-exempt employee of Defendant in the State of California; (6) total PAGA Pay Periods; and (7) any other information required by the Settlement Administrator in order to effectuate the terms of the settlement.
- 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. "Approval Order" means the Court Order Granting Approval of this PAGA Settlement.
- 1.8. “Court” means the Superior Court of California, County of Los Angeles.
- 1.9. “Defense Counsel” means Lonnie D. Giamela, Rassa L. Ahmadi, Carol A. Ibrahim of Fisher & Phillips LLP.

- 1.10. “Effective Date” means the date the Court enters a Judgment on its Approval Order.
- 1.11. “Gross Settlement Amount” means \$130,000.00 which is the total amount Defendant agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, Service Awards to Plaintiffs, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administrator Expenses Payment.
- 1.12. “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 the Aggrieved Employee worked.
- 1.13. “Service Awards to Plaintiffs” means payment to Plaintiffs in the amount of \$5,000.00 each.
- 1.14. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.16. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the Service Awards to Plaintiffs, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount will be used to pay the PAGA Penalties.
- 1.18. “PAGA Counsel” means Samuel Wong, Kashif, Haque, Jessica Campbell, and Carolyn Bell of Aegis Law Firm, PC, the attorneys representing the Plaintiffs in the Action.
- 1.19. “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.
- 1.20. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.21. “PAGA Period” means the period from April 8, 2024 to June 1, 2026.
- 1.22. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.23. “PAGA Notice” means Plaintiffs’ April 7, 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, allocated 35% to the Aggrieved Employees and the 65% to LWDA in settlement of PAGA claims.
- 1.25. “Plaintiffs” means Javier Giron Ortiz and Alfonso Mancilla, the named plaintiffs in the Action.
- 1.26. “Released PAGA Claims” means the claims being released by the Plaintiffs and PAGA Counsel and as described in Paragraph 5 below.
- 1.27. “Released Parties” means: Defendant, and any of their past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, affiliates, divisions, assigns, joint venturers, third parties, and other related entities, as well as each of their present and/or future officers, directors, administrators, trustees, staff, members, managers, employees, agents, representatives, attorneys, insurers, re-insurers, partners, investors, and shareholders, as well as any individual or entity which could be jointly liable with Prima Pizza, Inc.
- 1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.29. “Defendant” means Prima Pizza, Inc., the named defendant in the Action.

2. RECITALS.

- 2.1. On April 7, 2025, Plaintiffs commenced this Action by filing a Complaint alleging causes of action against Defendant for wage and hour violations. On June 12, 2025, Plaintiffs filed a First Amended Complaint adding a cause of action against Defendant for PAGA violations. The First Amended 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), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. On April 1, 2026, the Parties participated in an all-day mediation presided over by Gig Kyriacou, Esq., which led to this Agreement to settle the Action.
- 2.4. Prior to mediation Plaintiffs obtained, through informal discovery, policies, time records, pay records, and other documents.
- 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 \$130,000.00 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 4.3 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 specified by the Court in the Final Approval:
 - 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment for attorneys' fees payable to PAGA Counsel in the amount of one-third of the GSA totaling \$43,333.33, plus reimbursement for PAGA Counsel's Litigation Expenses Payment up to \$30,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA 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 Plaintiffs' Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.
 - 3.2.2. To Plaintiffs: Service Awards to each Plaintiff in the amount of \$5,000.00 in addition to any Individual PAGA Payment Plaintiffs are entitled to receive as an Aggrieved Employee. The former to be paid from the Gross Settlement Amount, and the latter to be paid from the Net Settlement Amount.
 - 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$3,350 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 \$3,350, the Administrator will retain the remainder in the Net Settlement Amount.
 - 3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$43,316.67 to be paid from the Gross Settlement Amount, with 65% (\$28,155.84)

allocated to the LWDA PAGA Payment and 35% (\$15,160.83) allocated to the Individual PAGA Payments.

- 3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$15,160.83) 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.
- 3.2.4.2. The Individual PAGA Payments shall be allocated as 1099 interest and penalties and subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages. The Settlement Administrator shall be responsible for issuing Aggrieved Employees an IRS Form 1099 for their Individual PAGA Payments. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- 3.2.4.3. If the Court approves a PAGA Penalties in an amount less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 158 Aggrieved Employees who worked a total 5,153 of PAGA Pay Periods.
- 4.2. Aggrieved Employee Data. Within 14 days of the Approval Order, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' 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 best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator within 30 days of the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, Service Awards to Plaintiffs, the Administration Expenses Payment, the PAGA Counsel Expenses Payment, and the PAGA Counsel Litigation Fees Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment and PAGA Counsel Fees Payment shall not precede disbursement of Individual PAGA Payments.

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, along with the letter in English and Spanish attached to this Settlement as Exhibit A. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without a 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 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, requested by the Aggrieved Employee prior to the void date.

4.4.3. If any checks to Aggrieved Employees remains uncashed 180 calendar days after distribution of the NSA, such remaining funds shall be forwarded to the Controller of the State of California pursuant to the Unclaimed Property Law, California Civil Code section 1500, et seq., to be held in trust for those Aggrieved Employees who did not timely cash their settlement checks. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code section 384, as all payments to the Aggrieved Employees shall be paid out, whether these individuals cash their settlement checks. Therefore, Defendant shall not be required to pay any interest on such amounts.

4.4.4. In light of the binding nature of a PAGA judgment on non-party employees, Aggrieved Employees shall be deemed to have released the above claims, regardless of whether the check for the Individual PAGA Payment is cashed or not.

4.4.5. 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.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire

Gross Settlement Amount, Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Release by Plaintiffs and Aggrieved Employees:

Plaintiffs and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all causes of action and claims for civil penalties and attorneys' fees and costs under PAGA that were alleged or reasonably could have been alleged based on the facts and legal theories contained in the First Amended Complaint and PAGA Notice arising during the PAGA Period, including but not limited to: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Breaks; (5) Failure to Reimburse Business Expenses; (6) Failure to Provide Accurate Itemized Wage Statements; and (7) Failure to Pay All Wages Due Upon Separation of Employment.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

Plaintiffs will prepare and file an application or motion for approval of this Settlement.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. 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, if any, 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.
- 7.4 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. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

If the total Pay Periods during the PAGA Period is 10% higher than 5,153 (i.e., 5,668 Pay Periods), then the GSA will be increased proportionally by the Pay Periods in excess of

10% (5,668) (e.g., if the number of Pay Periods increases by 11% to 5,720, the GSA shall increase by 1%) (the “Escalator Clause”). By August 7, 2026, Defendant shall verify the total number of PAGA Pay Periods worked by either submitting a declaration to PAGA Counsel stating the total number of PAGA Pay Periods worked or providing the number of PAGA Pay Periods and/or dates of employment of the PAGA Aggrieved Employees to the Settlement Administrator who will calculate the PAGA Pay Periods.

9. **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 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 pursuant to California Code of Civil Procedure section 664.6.

- 9.1 **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment 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 **No Admission of Liability or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by 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 Plaintiffs 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 reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant’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).

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

- 10.3 **Attorney Authorization.** PAGA Counsel and Defense Counsel separately warrant and

represent that they are authorized by Plaintiffs 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 Plaintiffs, 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 Prior to Approval. Plaintiffs, PAGA Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Approval 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; (5) in response to an inquiry or subpoena issued by a state or federal government agency; or (6) to the extent necessary to prepare the Motion for Approval to be filed. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, PAGA Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for 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 PAGA Counsel's communications with any Aggrieved Employee in accordance with PAGA Counsel's ethical obligations owed to the Aggrieved Employees.

- 10.12 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.
- 10.13 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date the Administrator sends out the payments pursuant to this Settlement, Plaintiffs and/or PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of the Aggrieved Employee Data.
- 10.14 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.
- 10.15 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.
- 10.16 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 Plaintiffs:

SAMUEL A. WONG
KASHIF HAQUE
JESSICA L. CAMPBELL
CAROLYN BELL

AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Email: jcampbell@aegislawfirm.com
cbell@aegislawfirm.com

To Defendant:

Lonnie D. Giamela (SBN 228435)
E-Mail: lgiamela@fisherphillips.com
Rassa L. Ahmadi (SBN 287576)
E-Mail: rahmadi@fisherphillips.com
Carol A. Ibrahim (SBN 346902)
E-Mail: cibrahim@fisherphillips.com

FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500 Los Angeles,
California 90071
Telephone: (213) 330-4500
Facsimile: (213) 330-4501

- 10.17 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.
- 10.18 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.
- 10.19 Binding Agreement. The Parties intend that the Agreement shall be fully enforceable and binding upon all Parties within the provisions of California Code of Civil Procedure section 664, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to California Evidence Code sections 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the Court may enforce the Agreement pursuant to California Code of Civil Procedure

section 664.6.

10.20 **Court Approval.** If the Court fails to approve the Settlement for any reason, the Parties shall meet and confer in good faith and in an effort to reach a settlement that may be approved by the Court.

Agreed to by the Parties:

Dated: 8/11/2026 | 6:37 AM PDT

Signed by:

E61099FA084846A
By: PLAINTIFF JAVIER GIRON ORTIZ

Dated: 8/6/2026 | 3:58 p. m. PDT

Firmado por:

7FD821511D84421...
By: PLAINTIFF ALFONSO MANCILLA

Dated: _____

By: _____
DEFENDANT PRIMA PIZZA, INC.

Agreed As to Form Only:

AEGIS LAW FIRM, PC

Dated: July 28, 2026


By: _____
JESSICA L. CAMPBELL
Attorneys for Plaintiff

FISHER & PHILLIPS LLP

Dated: _____

By: _____
LONNIE GIAMELA
RASSA L. AHMADI
CAROL IBRAHIM
Attorneys for Defendant

section 664.6.

10.20 Court Approval. If the Court fails to approve the Settlement for any reason, the Parties shall meet and confer in good faith and in an effort to reach a settlement that may be approved by the Court.

Agreed to by the Parties:

Dated: _____

By: _____
PLAINTIFF JAVIER GIRON
ORTIZ

Dated: _____

By: _____
PLAINTIFF ALFONSO
MANCILLA

Dated: _____

By: Brent Hamill
DEFENDANT PRIMA PIZZA, INC.

Agreed As to Form Only:

AEGIS LAW FIRM, PC

Dated: July 28, 2026

By: Jessica L. Campbell
JESSICA L. CAMPBELL
Attorneys for Plaintiff

FISHER & PHILLIPS LLP

Dated: _____

By: Rassa L. Ahmadi
[Rassa L. Ahmadi \(Aug 6, 2026 11:08:48 MDT\)](#)
LONNIE GIAMELA
RASSA L. AHMADI
CAROL IBRAHIM
Attorneys for Defendant

Exhibit A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS

1>>

<<ADDRESS 2>>

Re: Payment From *Javier Giron Ortiz, et. al. v. Prima Pizza, 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 *Javier Giron Ortiz, et. al. v. Prima Pizza, Inc.*, Los Angeles County Superior Court Case No. 25STCV10221 (“Action”).

That case was filed against Prima Pizza Inc. (“Defendant”) pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called “PAGA”). The claim was brought on behalf of the State of California and all similarly situated “aggrieved employees” of Defendant. You have been identified as one of the employees on whose behalf the case was brought.

The plaintiffs in the case claimed that Defendant owed penalties under PAGA for certain California Labor Code violations. Defendant denies that 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.”

As part of the settlement, you are releasing Defendant, and any of their past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, affiliates, divisions, assigns, joint venturers, third parties, and other related entities, as well as each of their present and/or future officers, directors, administrators, trustees, staff, members, managers, employees, agents, representatives, attorneys, insurers, re-insurers, partners, investors, and shareholders, as well as any individual or entity which could be jointly liable with Prima Pizza, Inc. (“Released Parties”) from all causes of action and claims for civil penalties and attorneys’ fees and costs under PAGA that were alleged or reasonably could have been alleged based on the facts and legal theories contained in the First Amended Complaint filed in the Action and the letter Javier Giron Ortiz and Alfonso Mancilla (“Plaintiffs”) sent to the Labor and Workforce Development Agency (“LWDA”) and Defendant on April 7, 2025 (the “PAGA Notice”) arising during the PAGA Period, defined as April 8, 2024 to June 1, 2026, including but not limited to: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Breaks; (5) Failure to Reimburse Business Expenses; (6) Failure to Provide Accurate Itemized Wage Statements; and (7) Failure to Pay All Wages Due Upon Separation of Employment.

This Settlement does not release any claims you may have for unpaid wages.

Under the PAGA statute, the penalties get divided between the State and the employees. The enclosed check represents your portion of the PAGA Penalties allocated to the aggrieved employees.

Your number of PAGA Pay Periods (pay periods you worked during the PAGA Period) is _____, and Individual PAGA Payment (your pro rata share of the PAGA Penalties) is \$ _____.

It is important to note that this is not a class action settlement. You may have received notifications in the mail regarding other class action settlements you may or may not have been a part of in the past. This case against Defendant is not a class action. Therefore, you cannot seek to opt out from this PAGA settlement to pursue your own claims.

Please note that this check constitutes payment of a penalty, and you are responsible for any taxes payable on the amount received.

If you have any questions, you can contact Plaintiffs' counsel:

AEGIS LAW FIRM, PC Jessica L. Campbell Carolyn Bell 949-379-6250 jcampbell@aegislawfirm.com cbell@aegislawfirm.com Counsel for Plaintiffs
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Very Truly Yours,

Ortiz Mancilla v. Prima Pizza - Settlement Agmt - LA Model PAGA - FINAL

Final Audit Report

2026-08-06

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