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Attorneys for Defendant
VIGILUCCI'S RESTAURANTS GROUP, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

WILBERT JENKINS, JR., individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

VIGILUCCI'S RESTAURANTS GROUP, INC., a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 25CU010653C

Assigned for All Purposes To:
Hon. Michael T. Smyth, Dept. C-67

PAGA SETTLEMENT AGREEMENT

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PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Wilbert Jenkins, Jr. ("Plaintiff"), on behalf of the state of California and Aggrieved Employees, and Defendant Vigilucci's Restaurants Group, Inc. ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" the matter entitled *Wilbert Jenkins, Jr. v. Vigilucci's Restaurants Group, Inc.* San Diego County Superior Court Case 25CU010653C, filed on or about February 27, 2025.

1.2 "Administrator" means Phoenix Settlement Administrators, 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 not to exceed $4,750, as approved by the Court in connection with approval of this Settlement. If the Court approves an Administration Expenses Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to the Aggrieved Employees.

1.4 "Aggrieved Employees" consists of all non-exempt employees who are or were employed by Defendant in the State of California during the PAGA Period (defined below).

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 as determined by the number of paychecks issued to Aggrieved Employees during the relevant time period.

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 proposed Court Order Granting Approval of PAGA Settlement.

1.8 "Court" means the Superior Court of California, County of San Diego.

1.9 "Defendant" means Defendant Vigilucci's Restaurants Group, Inc.

1.10 "Defense Counsel" means Aaron F. Olsen, Keia James Atkinson, and Yusra Serhan of Fisher & Phillips LLP.

1.11 "Effective Date" means the date by when the Court enters Judgment on its Order approving the PAGA Settlement.

1.12 "Gross Settlement Amount" means One Hundred Ninety Thousand Dollars ($190,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount shall be paid in two installments, the first installment payment in the amount of One Hundred Forty Thousand Dollars and Zero Cents ($140,000.00) to be paid within

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30 days of final approval of the PAGA settlement ("PAGA Approval"), and the second installment payment in the amount of Fifty Thousand Dollars and Zero Cents ($50,000.00) to be paid within six (6) months following PAGA Approval. The Gross Settlement Amount will be used to pay the representative award, LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administrator's Expenses Payment. The remaining funds from the Gross Settlement Amount shall be the Net Settlement Amount (Sect. 1.17 below).

1.13 "Individual PAGA Payment" means the Aggrieved Employees' pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods the Aggrieved Employees each worked during the PAGA Period.

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, subdivision (a).

1.16 "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (m).

1.17 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.18 "PAGA Counsel" means John G. Yslas, Eugene Zinovyev, John Brown, and Gabriella Solé of Wilshire Law Firm, PLC, and David D. Bibiyan, Jason W. Rothman, Vedang J. Patel, and Megan R. Lazar of Bibiyan Law Group, P.C., the attorneys representing the Plaintiff 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 4, 2024 to the later of March 30, 2026 or the Effective Date.

1.22 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).

1.23 "PAGA Notices" means Plaintiff's April 4, 2025, and June 6, 2025 letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2698, *et seq*.

1.24 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and the 65% to the LWDA in settlement of PAGA claims.

1.25 "Plaintiff" means Wilbert Jenkins, Jr., the named plaintiff in the Action.

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

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1.27 "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.28 "Released Parties" means Defendant, and each of Defendant's former and present directors, officers, shareholders, owners, employees, members, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, and affiliates.

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

1.30 "Defendant" means named Defendant Vigilucci's Restaurants Group, Inc.

2. RECITALS.

2.1 On February 27, 2025, Plaintiff commenced this Action by filing a Class Action Complaint ("Initial Complaint"). Specifically, Plaintiff's Complaint identified violations of the Labor Code, including, but not limited to Labor Code §§ 201-203, 204, 213(d), 218.5, 218.6, 226, 226(a), 226(e), 226(h), 226.7, 510, 512, 1174(d), 1194, 1194(a), 1194.2, 1197, 1197.1, 1198, 2802, 2802(b), 2802(c), and Cal. Bus. & Prof. Code §§ 17200, *et seq*. Defendant denies the allegations in the Initial Complaint, denies any failure to comply with the laws identified in the Initial Complaint, and denies any and all liability for the causes of action alleged.

2.2 On April 4, 2025, and June 6, 2025, pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave written notice to Defendant and the LWDA by submitting the PAGA Notice. The Notices together identified violations of the following Labor Code sections: §§ 201-203, 204, 210, 218.5, 218.6, 221, 223, 226, 226(a), 226(e), 226(h), 226.3, 226.6, 226.7, 233, 234, 245 et seq., 246, 351, 353, 432, 432.5, 510, 512, 551, 552, 558, 1174(d), 1174.5, 1194, 1194(a), 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2699(a), 2699(f)(2), 2699(g)(1), 2699.3, 2802, 2802(b), 2802(c).

2.3 On June 9, 2025, Plaintiff filed his First Amended Complaint to dismiss the class action claims and allege causes of action against Defendant for civil penalties under PAGA. On August 19, 2026, Plaintiff filed his Second Amended Complaint, which will serve as the operative complaint in this Action (the "Operative Complaint"). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.4 On January 29, 2026, the Parties participated in an all-day mediation presided over by Tagore Subramaniam.

2.5 Prior to mediation, Plaintiff obtained, through informal discovery, a representative sampling of time and payroll data for Aggrieved Employees and the necessary policy documents.

2.6 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 10 below, Defendant promises to pay One Hundred Ninety Thousand Dollars ($190,000.00) and no more as the Gross Settlement Amount. Defendant has no obligation to pay

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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 specified by the Court in the Final Approval:

3.2.1 To Plaintiff: A payment for the Enhancement Award to Plaintiff of not more than $10,000.00 in addition to any Individual PAGA Payment the Plaintiff is entitled to receive as an Aggrieved Employee. Defendant will not oppose Plaintiff's request for an Enhancement Award that does not exceed this amount. As part of the motion for the PAGA Counsel Fees and Litigation Expenses Payments, Plaintiff will seek Court approval for any Enhancement Award no later than sixteen (16) court days prior to the Approval Hearing, or as otherwise ordered by the Court. If the Court approves an Enhancement Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to the Aggrieved Employees. The Administrator will pay the Enhancement Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Enhancement Award.

3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be $63,333.33 and a PAGA Counsel Litigation Expenses Payment for actual costs, not to exceed $30,000.00 (thirty thousand dollars with zero cents). Defendant will not oppose requests for Court approval of these payments. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment no later than sixteen (16) court days prior to the Approval Hearing, or as otherwise ordered by the Court. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment for less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Aggrieved Employees. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and hold Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Costs Payment not to exceed $4,750.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Costs are less or the Court approves payment of less than $4,750.00, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Aggrieved Employees.

3.2.4 To the LWDA and Aggrieved Employees: After deducting Plaintiff's Enhancement Awards, PAGA Counsel's Fees Payment, and Administration Expenses Payment, the amount remaining from the GSA shall be allocated to the resolution of claims

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for civil penalties arising under PAGA ("PAGA Penalties"). Pursuant to PAGA, 65% of the PAGA Penalties payment shall be paid to the LWDA, and 35% of the PAGA Penalties payment shall be paid pro-rata by pay periods to all Aggrieved Employees who worked during the PAGA Period as an Individual PAGA Payment. All Individual PAGA Payments will be allocated 100% to the settlement of claims for statutory penalties and shall be reported on an IRS Form 1099 by the Settlement Administrator.

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 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each individual Aggrieved Employee's 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 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records, Defendant represents there are 6,341 pay periods worked by the Aggrieved Employees between April 4, 2024 and January 29, 2026.

4.2 Aggrieved Employee Data. Within 21 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 Aggrieved 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 in two installments, the first installment payment in the amount of One Hundred Forty Thousand Dollars and Zero Cents ($140,000.00) to be paid within 30 days of final approval of the PAGA settlement ("PAGA Approval"), and the second installment payment in the amount of Fifty Thousand Dollars and Zero Cents ($50,000.00) to be paid within six (6) months following PAGA Approval.

4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments along with a cover letter agreed to by the Parties and approved by the Court ("Cover Letter"), in substantially the same form attached hereto as **Exhibit A**, the LWDA PAGA Payment, the Administration Expenses

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Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment., and the Enhancement Award. Disbursement of the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment , and the Enhancement Award 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 along with the Cover Letter via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided ("Void Date"). The Administrator will cancel all checks not cashed by the Void Date. The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees who qualify as Aggrieved Employees. 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 USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail checks along with the Cover Letter 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 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 California Controller's Unclaimed Property Fund in the name of the 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.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, the Aggrieved Employees and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Release by Aggrieved Employees:

All Aggrieved Employees will be bound by a release of any and all claims relating to any and all facts and claims asserted in the Action, any Complaint filed in the Action, or any letter submitted to the LWDA in this action, or any other claims, under PAGA, based on the facts alleged, including but not limited to any and all claims for PAGA penalties for violations of the California Labor Code governing: meal and rest breaks (including, but not limited to, any and all theories related to incorrect calculation of the "regular rate of pay" for the purpose of paying premiums); minimum wages, straight time wages, overtime and double time wages (including, but not limited to, any and all theories related to "off the clock work" or incorrect calculation of the "regular rate of pay"); expense reimbursement; late

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payment of wages; failure to timely pay wages twice per month; failure to timely pay final wages; failure to properly record and maintain employment records; failure to timely produce employment records; waiting time penalties; wage statement violations; separation pay violations; failure to pay sick pay or failure to pay sick pay at the regular rate of pay; unpaid wages; violations of any applicable IWC Wage Orders, section 7, and any claims for penalties under the PAGA relating to violations of California Labor Code §§ 201-203, 204, 210, 218.5, 218.6, 221, 223, 226, 226(a), 226(e), 226(h), 226.3, 226.6, 226.7, 233, 234, 245 et seq., 246, 351, 353, 432, 432.5, 510, 512, 551, 552, 558, 1174(d), 1174.5, 1194, 1194(a), 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2699(a), 2699(f)(2), 2699(g)(1), 2699.3, 2802, 2802(b), 2802(c), and any claims alleged in the PAGA Notices or any complaints filed in the Action. The release against Defendant shall encompass a release against its parents, subsidiaries, affiliates, predecessors, insurers, successors and assigns, current and former employees, attorneys, professional employment organizations, officers (including but not limited to Roberto Vigilucci), directors, members, agents, insurers, and its employee benefit plans and programs and its administrators and fiduciaries.

5.2 Release by Plaintiff

Plaintiff hereby states and agrees that it is Plaintiff's intention in executing this Agreement that the same shall be effective as a bar to each and every claim, demand, cause of action, obligation, damage, liability, charge, and attorney's fees and costs herein above released. Plaintiff hereby expressly waives and relinquishes all rights and benefits, if any, arising under the provisions of Section 1542 of the Civil Code of the State of California which provides:

> **Section 1542. [Certain Claims Not Affected By General Release.] A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

5.3 Release by PAGA Counsel:

PAGA Counsel releases on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF 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, subdivision (s)(3)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed 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

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Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed 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 (Lab. Code, §2699, subd. (l)(1)), and this Agreement (Lab. Code, § 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. Not later than sixteen (16) court days before the calendared Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in Court, a Motion for Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l); a Proposed Approval Order; and a proposed Judgment (collectively "Motion for Approval").

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 30 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 Order 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.

6.4 Amended Judgment. If any amended judgment is required under Code of Civil Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators, Inc. to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Costs. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into the QSF prior to distribution by the Administrator will become part of the NSA for distribution to Participating Aggrieved Employees.

7.3 Administrator's 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

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otherwise.

7.4 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, 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 fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to PAGA Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. PAGA Counsel is responsible for filing the Administrator's declaration in Court.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES. Based on its records, Defendant estimates that there are 234 Aggrieved Employees who worked 6,341 Pay Periods between April 4, 2024 and January 29, 2026.

9. ESCALATOR CLAUSE. The Gross Settlement Amount was calculated with, and is premised on, the understanding that Aggrieved Employees worked approximately 6,341 pay periods from April 4, 2024 to the date of mediation, January 29, 2026. In the event the number of Paga Pay Periods from April 4, 2024 through January 29, 2026 increases by more than ten percent (10%), or an additional 634 Pay Periods, then either: 1) the Gross Settlement shall be increased pro rata beyond the 10% threshold (e.g., if the Pay Periods exceed this estimate by 11%, the Gross Settlement shall be increased by 1%); or 2) Defendant has the option of shortening the end of the PAGA Period proportionally. If this provision is triggered, the Parties agree that the portion of the GSA allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third of the GSA after the upward adjustment required by this provision is implemented. Defendant shall make its election regarding the above no later than 14 days before the hearing on the Motion for Approval.

10. CONTINUING JURISDICTION OF THE COURT. If the Court does not grant Approval or conditions Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Aggrieved Employees), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Approval.

10.1 Retention of Jurisdiction. The Court's decision to award less than the amounts requested for the Enhancement Award, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and/or Administrator Costs Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph. 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.

10.2 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 as set forth in this Settlement, the Parties and their respective counsel, and all Aggrieved Employees 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

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new trial, and 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.

11. ADDITIONAL PROVISIONS.

11.1 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 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 grant Approval, or enter Judgment, 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 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).

11.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit 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.

11.3 Attorney Authorization. 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.

11.4 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.

11.5 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.

11.6 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

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Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

11.7 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.

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

11.9 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.

11.10 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.

11.11 Confidentiality. Plaintiff and PAGA Counsel agree that they have not and will not publish or report the resolution of this case identifying Plaintiff or Defendant or any related person or entity by name. PAGA Counsel shall not report the resolution of this case in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff, the claims of the Aggrieved Employees, or the resolution of this case on their website which identify Plaintiff or Defendant by name, and shall not contact any reporters or media regarding the resolution of this case. However, PAGA Counsel is authorized to make disclosure to the Court and the LWDA for the purpose of obtaining approval of the settlement and may discuss the settlement with the Aggrieved Employees and the Administrator. This disclosure is limited to court filings and LWDA submissions and neither Plaintiff, PAGA Counsel, nor their representatives are permitted to disseminate or publish, distribute or discuss the information provided to the Court in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court. Plaintiff may disclose the terms of the Settlement with his tax advisor, attorneys, and spouse. PAGA Counsel may disclose the fact of their representation in this matter in their fee applications.

11.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA 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 California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant make a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data. That notwithstanding, nothing herein shall require PAGA Counsel to violate any applicable rule of professional conduct concerning retention of client files and / or documents.

11.13 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.

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11.14 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.

11.15 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: Wilshire Law Firm
ATTN: John Brown
3055 Wilshire Blvd., 12th Floor
Los Angeles, CA 90010

To Defendant: Fisher & Phillips LLP
Attn: Aaron Olsen and/or Keia James Atkinson
4747 Executive Drive, Suite 1000
San Diego, CA 92121

11.16 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.

11.17 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 Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

12. BINDING AGREEMENT. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties within the provisions of Cal. Civil Proc. § 664.6, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid. Code §§ 1122(a)(1) and l123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the San Diego County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

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By the Parties:

DATED: 9/16/2026

DocuSigned by:
Wilbert Jenkins
Plaintiff Wilbert Jenkins, Jr.

DATED: Sep 16, 2026

roberto vigilucci (Sep 16, 2026 16:22:05 PDT)
Defendant Vigilucci's Restaurants Group, Inc.

By: roberto vigilucci

Position: President

Approved by Counsel:

DATED: September 16, 2026

WILSHIRE LAW FIRM

By: _____
John G. Yslas
Eugene Zinovyev
John Brown
Gabriella Solé
Counsel for Plaintiff Wilbert Jenkins, Jr.

DATED: 09/21/2026

BIBIYAN LAW GROUP, P.C.

By: David D. Bibiyan
David D. Bibiyan
Vedang J. Patel
Megan R. Lazar
Counsel for Plaintiff Wilbert Jenkins, Jr.

DATED:

FISHER & PHILLIPS LLP

By: _____
Aaron F. Olsen
Keia J. Atkinson
Yusra Serhan
Counsel for Defendant Vigilucci's Restaurants Group, Inc.

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EXHIBIT A

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[Administrator's Letterhead]

To: «FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

Re: Payment From *Wilbert Jenkins, Jr. v. Vigilucci's Restaurants Group, Inc.*
Enclosed please find a check in the amount of [INDIVIDUAL SETTLEMENT SHARE].

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

You are receiving this check as your payment from the settlement of a lawsuit brought by WILBERT JENKINS, JR. ("Plaintiff") against Defendant VIGILUCCI'S RESTAURANTS GROUP, INC. ("Defendant") for civil penalties pursuant to the Private Attorneys General Act, California Labor Code § 2698 et seq. ("PAGA"), from a lawsuit entitled Wilbert Jenkins, Jr. v. Vigilucci's Restaurants Group, Inc. filed in the San Diego County Superior Court, Case No. 25CU010653C (the "Action"). The Action was brought by a former employee of Defendants on behalf of the State of California and all allegedly "aggrieved employees" of Defendants. You have been identified as one of the employees on whose behalf the case was brought.

Plaintiff's claim against Defendant is for civil penalties pursuant to the PAGA, a law that allows Plaintiff to attempt to stand in the shoes of the government and to seek penalties on the government's behalf and on behalf of those employees who Plaintiff claims were "aggrieved" by Defendant's alleged violations of the California Labor Code and California Wage Orders.

Defendant strongly denies these claims and maintains that it fully complied with all applicable wage-and-hour laws. Nevertheless, to avoid further costs and uncertainty from further litigation, the parties agreed to settle the matter. The settlement covers Defendant, and each of its former and present directors, officers, shareholders, owners, employees, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates (all of whom are referred to here as the "Released Parties"). The Court has approved the settlement and release of claims described below. By settling this claim, Defendant and the Released Parties are not admitting they have done anything wrong, and they deny that they owe any penalties to the government or to you.

On [insert date], the settlement was approved by the Court. A portion of the settlement is being paid to the government and a portion is being paid to each non-exempt employee of Defendant who worked for Defendant in California anytime from April 4, 2024 to [insert Effective Date] (the "Aggrieved Employees"). You are receiving a portion of the settlement because Defendant's records indicate that you worked for Defendant during that period.

You will not be retaliated against for cashing the check. It is entirely up to you if you cash your check or not. Checks that are not cashed within 180 days of issuance will be sent to the California State Controller's Unclaimed Property Fund in your name. Regardless of what you do with the check issued to you, by law and Court order, you have released the Released Parties from the released claims described below.

One hundred percent (100%) of your payment under this settlement will be considered penalties and will be reported to the IRS and state tax authorities as non-wage income.

This settlement subjects you and other Aggrieved Employees, for the period spanning April 4, 2024 to[insert Effective Date], to the following release: All Aggrieved Employees will be bound by a release of any and all claims relating to any and all facts and claims asserted in the Action, any Complaint filed in the Action, or any letter submitted to the LWDA in this action, or any other claims, under PAGA, based on the facts alleged, including but not limited to any and all claims for PAGA penalties for violations of the California Labor Code governing: meal and rest breaks (including, but not limited to, any and all theories related to incorrect calculation of the "regular rate of pay" for the purpose of paying premiums); minimum wages, straight time wages, overtime and double time wages (including, but not limited to, any and all theories related to "off the clock work" or incorrect calculation of the "regular rate of pay"); expense reimbursement; late payment of wages; failure to timely pay wages twice per month; failure to timely pay final wages; failure to properly record and maintain employment records; failure to timely produce employment records; waiting time penalties; wage statement violations; separation pay violations; failure to pay sick pay or failure to pay sick pay at the regular rate of pay; unpaid wages; violations of any applicable IWC Wage Orders, section 7, and any claims for penalties under the PAGA relating to violations of California Labor Code §§ 201-203, 204, 210, 218.5, 218.6, 221, 223, 226, 226(a), 226(e), 226(h), 226.3, 226.6,

226.7, 233, 234, 245 et seq., 246, 351, 353, 432, 432.5, 510, 512, 551, 552, 558, 1174(d), 1174.5, 1194, 1194(a), 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2699(a), 2699(f)(2), 2699(g)(1), 2699.3, 2802, 2802(b), 2802(c), and any claims alleged in the PAGA Notices or any complaints filed in the Action. The release against Defendant shall encompass a release against its parents, subsidiaries, affiliates, predecessors, insurers, successors and assigns, current and former employees, attorneys, professional employment organizations, officers (including but not limited to Roberto Vigilucci), directors, members, agents, insurers, and its employee benefit plans and programs and its administrators and fiduciaries.

Do not call or write the Court or Office of the Clerk to ask questions about the settlement.

If you have any questions, you may call or write [insert], the settlement administrator, at the following phone number or address: [insert address and telephone number for Administrator's contact person]