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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JACQUELINE TRUJILLO, individually,
and on behalf of all others similarly situated,

Plaintiff,

vs.

THE ORIGINAL FISH TACO, LLC, a
limited liability company; and DOES 1
through 10, inclusive,

Defendants

Case No.: CIVSB2509470

PAGA SETTLEMENT AGREEMENT

Action Filed: April 4, 2025
Trial Date: Not Set

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Jacqueline Trujillo ("Plaintiff") and Defendant The Original Fish Taco, LLC ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. **DEFINITIONS.**

- 1.1. "Action" means the Plaintiff's lawsuit alleging wage and hour violations against Defendant captioned *Trujillo v. The Original Fish Taco, LLC*, initiated on April 4, 2025, and pending in the Superior Court of the State of California, County of San Bernardino, Case No. CIVSB2509470.
- 1.2. "Administrator" means APEX Class Action Administration ("APEX"), 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 the Settlement.
- 1.4. "Aggrieved Employee(s)" means a person employed by Defendant in California and classified as a non-exempt employee who worked for Defendant during the PAGA Period (or if any such person is incompetent, deceased, or unavailable due to military service, the person's legal representative or successor in interest evidenced by reasonable verification).
- 1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession, including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved

Employees.

- 1.7. "Approval Order" means the Court Order Granting Approval of PAGA Settlement.
- 1.8. "Court" means the Superior Court of California, County of San Bernardino.
- 1.9. "Defendant" means The Original Fish Taco, LLC, the named defendant in the Action.
- 1.10. "Defense Counsel" means Bartko Pavia LLP, the attorneys representing Defendant in the Action.
- 1.11. "Effective Date" means the following: (a) the date the Court enters an Order approving the PAGA settlement if the LWDA does not seek to intervene in the matter; or (b) sixty-five (65) calendar days after the date of entry of the Order of the court approving the PAGA settlement if any objection is asserted by the LWDA or the LWDA seeks to intervene in the matter but no appeal is filed; or (c) if a timely appeal is made, ten (10) business days after the final resolution of that appeal if the appeal is rejected, the settlement is upheld, and the settlement approval order is no longer subject to further judicial review.
- 1.12. "Enhancement Award" means the amount to be paid to Plaintiff, not more than \$10,000.00, in recognition of her service as the named plaintiff and in exchange for her individual general release of claims.
- 1.13. "Gross Settlement Amount" means \$750,000.00 (Seven Hundred Fifty Thousand Dollars and Zero Cents), which is the total and maximum amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay the Individual PAGA Payment(s), the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Enhancement Award, and the Administration Expenses Payment.
- 1.14. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.15. "Judgment" means the judgment entered by the Court based upon the Order granting

Approval of the Settlement.

1.16. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699(i).

1.17. "LWDA PAGA Payment" means 65% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).

1.18. "Net Settlement Amount" constitutes the amount available from the Gross Settlement Amount to distribute as PAGA Penalties. The Net Settlement Amount is equal to the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Enhancement Award to Plaintiff, and the Administration Expenses Payment. The remainder is to be paid to the LWDA as the LWDA PAGA Payment and to the Aggrieved Employees as Individual PAGA Payments.

1.19. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*).

1.20. "PAGA Approval Motion" means any motion filed with the Court that seeks approval of this Settlement.

1.21. "PAGA Counsel" means Moon Law Group, PC, the attorneys representing Plaintiff in the Action.

1.22. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.23. "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.

1.24. "PAGA Notice" means Plaintiff's original letter to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a), assigned LWDA Case No. LWDA-CM-1089924-25.

1.25. "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 65% to the

LWDA in settlement of PAGA claims.

1.26. "PAGA Period" means the period from October 1, 2024, through July 8, 2026, or to the modified end date pursuant to Paragraph 8.

1.27. "Plaintiff" means Jacqueline Trujillo, the named plaintiff in the Action.

1.28. "Released PAGA Claims" means the claims being released as described in Paragraph 5 below.

1.29. "Released Parties" means The Original Fish Taco, LLC and each of its past and present divisions, affiliates, affiliated entities, related entities, parents, subsidiaries, predecessors, successors, joint ventures, joint employers, assigns, and their respective shareholders, owners, officers, directors, employees, agents, trustees, attorneys, managers, operators, insurers, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies, and consultants.

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

2. **RECITALS.**

2.1. On April 2, 2025, Plaintiff gave timely written notice to the LWDA, and on April 4, 2025, Plaintiff gave timely written notice to Defendant, pursuant to Labor Code § 2699.3(a), by sending the PAGA Notice.

2.2. On April 4, 2025, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for failure to pay minimum wages; failure to pay overtime compensation; failure to provide meal periods; failure to authorize and permit rest breaks; failure to indemnify necessary business expenses; failure to timely pay final wages at termination; failure to provide accurate itemized wage statements; and unfair business practices.

2.3. On June 6, 2025, Plaintiff filed a First Amended Complaint alleging causes of action against Defendant for civil penalties under the Private Attorneys General Act of 2004 ("PAGA").

- 2.4. On June 23, 2025, the Court entered an Order, pursuant to a joint stipulation of the Parties, dismissing the class claims from the First Amended Complaint based on an arbitration agreement containing a class action waiver.
- 2.5. The First Amended Complaint, with the remaining representative claims under PAGA, is the operative complaint in the Action (the "Operative Complaint.")
- 2.6. 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.
- 2.7. On May 7, 2026, the Parties participated in an all-day mediation presided over by Lynn Frank, Esq. which led to this Agreement to settle the Action. The parties fully executed a Memorandum of Understanding on May 26, 2026.
- 2.8. Prior to mediation, Plaintiff obtained, through informal discovery, a representative sample of time and payroll data, policy documents, and the number of aggrieved employees and pay periods at issue.
- 2.9. 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 \$750,000.00 (Seven Hundred Fifty Thousand Dollars and Zero Cents) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadlines stated in Paragraph 4.1 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 PAGA Approval:

3.2.1. To Plaintiff: An Enhancement Award to Plaintiff of not more than \$10,000.00, in recognition of her service as the named plaintiff and in exchange for her individual general release of claims. The amount paid as an Enhancement Award is subject to Court approval. Defendant will not oppose requests for this payment provided that it does not exceed this amount. Plaintiff and/or PAGA Counsel will file an application or motion for the Enhancement Award. The Administrator will pay the Enhancement Award using one or more IRS 1099 Forms. Plaintiff assumes full responsibility and liability for any taxes owed on the Enhancement Award.

3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$250,000.00, subject to the escalator clause, and a PAGA Counsel Litigation Expenses Payment in an amount for reasonable costs and expenses incurred to prosecute the Action, but not to exceed \$30,000.00. The amounts paid as the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment are both subject to Court approval. Defendant will not oppose requests for these payments provided that the PAGA Counsel Fees Payment does not exceed one-third (1/3) of the Gross Settlement Amount. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. Released Parties shall have no liability to PAGA Counsel, or any other Plaintiff's Counsel, arising from any claim to any portion of any PAGA Counsel 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 any taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation

Expenses Payment. PAGA Counsel holds 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 Administration Expenses Payment in an amount of \$11,990.00 and approved by the Court, based on the Administrator's "not to exceed" bid for administering the Settlement.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the Gross Settlement Amount, with 65% allocated to the LWDA PAGA Payment and 35% allocated to the Individual PAGA Payments.

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

3.2.4.b. To the extent required by law, Individual PAGA Payments will be reported for tax purposes using IRS Form 1099. Tax forms, if required, will be issued by the Administrator.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting funds to the Administrator in two separate payments: (a) a first payment of \$375,000.00, no later than twelve (12) months from the full execution of the Memorandum of Understanding between the Parties, and (b) a second payment of \$375,000.00, no later than six (6) months after the first payment.

4.2. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant funds each installment of the Gross Settlement Amount, the

1 Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA
2 Payment, the Administration Expenses Payment, the Enhancement Award, the PAGA
3 Counsel Fee Payment, and the PAGA Counsel Litigation Expenses Payment, in
4 accordance with the Court's PAGA Approval Order.

5 4.2.1. The Administrator will issue checks for the Individual PAGA Payments and
6 send them to the Aggrieved Employees via First Class U.S. Mail, postage
7 prepaid. The face of each check shall prominently state the date (not less than
8 180 calendar days after the date of mailing) when the check will be voided. The
9 Administrator will cancel all checks not cashed by the void date. Before mailing
10 any checks, the Administrator must update the recipients' mailing addresses
11 using the National Change of Address Database. Included with each check will
12 be a one-page letter describing the nature of the Individual PAGA Payment. A
13 copy of that letter is attached hereto as **Exhibit A**, in English and Spanish. The
14 letter may be modified as directed by the Court without requiring any
15 amendment of this Settlement, and the original **Exhibit A** shall be removed and
16 replaced with any revised version of the letter.

17 4.2.2. The Administrator must conduct an Aggrieved Employee Address Search for
18 all Aggrieved Employees whose checks are returned undelivered without USPS
19 forwarding address. Within seven (7) calendar days of receiving a returned
20 check the Administrator must re-mail checks to the USPS forwarding address
21 provided or to an address ascertained through the Aggrieved Employee Address
22 Search. The Administrator need not take further steps to deliver checks to
23 Aggrieved Employees whose re-mailed checks are returned as undelivered. The
24 Administrator shall promptly send a replacement check to any Aggrieved
25 Employee whose original check was lost or misplaced, requested by the
26 Aggrieved Employee prior to the void date.

27 4.2.3. For any Aggrieved Employee whose Individual PAGA Payment check is
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uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Asian Law Alliance, the *cy pres* organization mutually selected by the Parties, subject to Court approval.

4.2.4. 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 State of California, and the Aggrieved Employees will release claims against all Released Parties as follows:

5.1. Release by Plaintiff: Upon approval by the Court of the Settlement and as of the Effective Date, Plaintiff releases all claims related to her employment with Defendant, including all claims alleged in the Action, and is bound by a Civil Code Section 1542 release and waiver of all claims known and unknown, without exception, except as may be prohibited by law. This release specifically excludes claims for unemployment insurance, disability, social security, and workers' compensation (except for claims pursuant to Labor Code Sections 132a and 4553).

5.2. Release by the State of California and Aggrieved Employees: Upon approval by the Court of the Settlement and as of the Effective Date, Plaintiff, the State of California and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors, and assigns, the Released Parties from all claims, rights, demands, liabilities, causes of action, and theories of liability for PAGA penalties that were pled or could have been pled based on the factual allegations contained in the PAGA Notice and Operative Complaint during the PAGA Period, including, but not limited to, claims for civil penalties based on the following: (i) failure to pay all regular rate wages,

1 minimum wages, straight time wages, overtime wages, and sick pay wages due; (ii)
2 failure to provide compliant meal periods; (iii) failure to provide compliant rest breaks;
3 (iv) failure to timely pay wages during employment; (v) failure to provide complete,
4 accurate wage statements; (vi) failure to pay wages timely at time of termination or
5 resignation; (vii) failure to reimburse or indemnify necessary business expenses; (viii)
6 failure to maintain records in accordance with Labor Code Section 1174; and/or (ix)
7 claims, causes of action or legal theories of relief seeking civil penalties under the
8 California Labor Code Private Attorneys General Act of 2004 pleaded in the Operative
9 Complaint or PAGA Notice. ("Released PAGA Claims"). Released PAGA Claims shall
10 also mean any other claims for PAGA civil penalties that were or could have been
11 brought under the Private Attorneys General Act based on the facts alleged in the
12 Operative Complaint and PAGA Notice as it relates to the underlying California Labor
13 Code claims referenced above, including any interest, statutory and civil penalties,
14 attorneys' fees, and costs in connection with Plaintiff's claims for PAGA civil penalties
15 during the PAGA Period. The Aggrieved Employees are only releasing their claims
16 under California Labor Code 2698, et seq. and are not releasing any other claims.

17 5.3. The Released PAGA Claims expressly exclude: all claims for vested benefits, wrongful
18 termination, unemployment insurance, disability, social security, workers'
19 compensation, claims while classified as exempt, and claims outside of the PAGA
20 Period. The PAGA Resolution also excludes Plaintiff's individual claims that are
21 subject to separate resolution as provided in this Agreement.

22 **6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.**

23 Plaintiff shall file a PAGA Approval Motion.

24 6.1. Responsibilities of PAGA Counsel.

25 6.1.1. Drafting of the PAGA Approval Motion. PAGA Counsel will prepare all
26 documents necessary for obtaining approval of this Settlement under Labor
27 Code Section 2699, subd. (f)(2) including (i) a draft proposed Order Granting
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1 Approval of PAGA Settlement; (ii) a signed declaration from the Administrator
2 attaching its "not to exceed" bid for administering the Settlement and attesting
3 to its willingness to serve; competency; operative procedures for protecting the
4 security of Aggrieved Employee Data; amounts of insurance coverage for any
5 data breach, defalcation of funds or other misfeasance; all facts relevant to any
6 actual or potential conflicts of interest with Aggrieved Employees or the
7 LWDA; and the nature and extent of any financial relationship with Plaintiff,
8 PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA
9 Counsel firm attesting to its timely transmission to the LWDA of all necessary
10 PAGA documents; and (iv) all facts relevant to any actual or potential conflict
11 of interest with Aggrieved Employees and/or the Administrator.

12 6.1.2. Filing the PAGA Approval Motion. PAGA Counsel is responsible for
13 expeditiously finalizing and filing the application or motion for approval of this
14 Settlement no later than sixty (60) calendar days after the full execution of this
15 Agreement and, if necessary, obtaining a prompt hearing date for the motion
16 and appearing in Court to advocate in favor of the motion.

17 6.1.3. Delivery of the Approval Order to the Administrator. PAGA Counsel is
18 responsible for delivering the Approval Order to the Administrator.

19 6.2. Duty to Cooperate. If the Court does not grant the PAGA Approval Motion of this
20 Settlement or conditions its approval on any material change to this Agreement, PAGA
21 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties
22 by meeting in person or by telephone, and in good faith, to modify the Agreement and
23 otherwise satisfy the Court's concerns.

24 **7. SETTLEMENT ADMINISTRATION.**

25 7.1. Selection of Administrator. The Parties will jointly select APEX to serve as the
26 Administrator, on the basis of cost and competence and with the best interests of the
27 Aggrieved Employees in mind, and will verify that, as a condition of appointment, the
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1 Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all
2 duties specified in this Agreement in exchange for payment of administration expenses.
3 The Parties and their Counsel represent that they have no interest or relationship,
4 financial or otherwise, with the Administrator other than a professional relationship
5 arising out of prior experiences administering settlements.

6 7.2. Employer Identification Number. The Administrator shall have and use its own
7 Employer Identification Number for purposes of calculating payroll tax withholdings
8 and providing reports to state and federal tax authorities.

9 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
10 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
11 Regulation § 468B-1.

12 7.4. Aggrieved Employee Data. Before the PAGA Approval Motion is filed, Defendant
13 will deliver the Aggrieved Employee Data to the Administrator in the form of a
14 Microsoft Excel spreadsheet, including complete and accurate data for all Aggrieved
15 Employees during the PAGA Period, the total number of Aggrieved Employees, and all
16 pay period information. The Administrator shall prepare a declaration attesting to the
17 final figures to be filed with the Court. To protect Aggrieved Employees' privacy rights,
18 the Administrator must maintain the Aggrieved Employee Data in confidence, use the
19 Aggrieved Employee Data only for purposes of this Settlement and for no other
20 purpose, and restrict access to the Aggrieved Employee Data to Administrator
21 employees who need access to the Aggrieved Employee Data to effect and perform
22 under this Agreement. Defendant has a continuing duty to immediately notify PAGA
23 Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying
24 information and to provide corrected or updated Aggrieved Employee Data as soon as
25 reasonably feasible. Without any extension of the deadline by which Defendant must
26 send the Aggrieved Employee Data to the Administrator, the Parties and their counsel
27 will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any
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issues related to missing or omitted Aggrieved Employee Data.

7.5. 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.

Based on its records, Defendant represents that the total number of pay periods worked by the Aggrieved Employees during the PAGA Period is approximately 49,886. If the actual total number of pay periods worked by Aggrieved Employees during the PAGA Period exceeds 54,874.60 (i.e., exceeds the foregoing representation of 49,886 pay periods by more than ten percent (10%)), Defendant shall have two options, to be exercised in its sole discretion: (i) increase the Net Settlement Amount on a pro rata basis for pay periods above the ten percent (10%) cushion; or (ii) change the end date of the PAGA Period so that the total number of pay periods does not exceed 54,874.60. If Defendant elects to limit the PAGA Period or increase the Net Settlement Amount pursuant to this Paragraph, Defendant must provide written notice of its elected option no later than sixteen (16) court days before the hearing on the PAGA approval motion.

9. CONTINUING JURISDICTION AND WAIVER OF RIGHT TO APPEAL.

9.1. 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.

9.2. 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, the Parties and 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

1 include any waiver of the right to oppose such motions, writs or appeals. If another
2 party appeals the Judgment, the Parties' obligations to perform under this Agreement
3 will be suspended until such time as the appeal is finally resolved and the Judgment
4 becomes final, except as to matters that do not affect the amount of the Net Settlement
5 Amount.

6 **10. ADDITIONAL PROVISIONS.**

7 10.1. No Admission of Liability or Representative Manageability for Other Purposes. This
8 Agreement represents a compromise and settlement of highly disputed claims. Nothing
9 in this Agreement is intended or should be construed as an admission by Defendant that
10 any of the allegations in the Operative Complaint have merit or that Defendant has any
11 liability for any claims asserted; nor should it be intended or construed as an admission
12 by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that
13 representative treatment is for purposes of this Settlement only. If, for any reason the
14 Court does not approve this Settlement, Defendant reserves all available defenses to the
15 claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses.
16 The Settlement, this Agreement and Parties' willingness to settle the Action will have
17 no bearing on, and will not be admissible in connection with, any litigation (except for
18 proceedings to enforce or effectuate the Settlement and this Agreement).

19 10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
20 together with its attached exhibits shall constitute the entire agreement between the
21 Parties relating to the Settlement, superseding any and all prior oral representations,
22 warranties, covenants, or inducements made to or by any Party, including the
23 Memorandum of Understanding executed by the Parties.

24 10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and
25 represent that they are authorized by Plaintiff and Defendant, respectively, to take all
26 appropriate action required or permitted to be taken by such Parties pursuant to this
27 Agreement to effectuate its terms, and to execute any other documents reasonably
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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 any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

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

10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court, except where this Agreement expressly permits modifications to **Exhibit A** without further amendment of this Agreement.

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

10.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California,

without regard to conflict of law principles.

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

10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. The Parties and their counsel will keep the settlement confidential through settlement approval.

10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code § 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 rule of court. Not later than ninety (90) calendar 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 makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

10.13. 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.

10.14. Calendar Days. Unless otherwise noted, all references 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.

10.15. 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:

Kane Moon
kmoon@moonlawgroup.com
Allen Feghali
afeghali@moonlawgroup.com
MOON LAW GROUP, PC
725 S. Figueroa Street, Suite 3100
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

To Defendant:

An Nguyen Ruda
aruda@bartkopavia.com
Josiah R. Jenkins
jjenkins@bartkopavia.com
BARTKO PAVIA LLP
1100 Sansome Street
San Francisco, California 94111
Telephone: (415) 956-1900

10.16. 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.

10.17. 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 § 583.330 to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

Plaintiff:

Firmado por:
PLAINTIFF, Jacqueline Trujillo
Jacqueline
1147DE80F840414...

Dated: 7/21/2026

By:

Jacqueline Trujillo

Defendant:

DEFENDANT, The Original Fish Taco, LLC

Dated: _____

By: _____

Print Name

Signature

Title

Plaintiff:

PLAINTIFF, Jacqueline Trujillo

Dated: _____

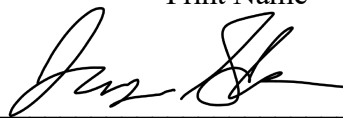
By: _____
Jacqueline Trujillo

Defendant:

DEFENDANT, The Original Fish Taco, LLC

Dated: 07/20/2026

By: Jason Schanno
Print Name


Signature

Chief Financial Officer
Title

Exhibit A

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Trujillo v. The Original Fish Taco, LLC

The Superior Court of the State of California, County of San Bernardino, Case No. CIVSB2509470

I. NOTICE OF PAGA SETTLEMENT

The San Bernardino County Superior Court (the “Court”) has approved a settlement in the lawsuit named above and filed by Jacqueline Trujillo (“Plaintiff”) on behalf of herself, the State of California, and all other “Aggrieved Employees” against The Original Fish Taco, LLC (“Defendant”).

In this lawsuit, Plaintiff alleges that Defendant violated the California Labor Code by failing to: (1) pay minimum and regular rate wages; (2) pay overtime compensation; (3) provide meal periods; (4) authorize and permit rest breaks; (5) indemnify necessary business expenses; (6) timely pay final wages at termination; (7) furnish accurate itemized wage statements; (8) maintain accurate records of hours worked and meal periods; (9) pay all accrued vacation wages at termination; and (10) pay all wages during employment. Plaintiff is solely seeking civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other aggrieved employees under the Private Attorneys General Act (“PAGA”).

Defendant denies these allegations. Defendant maintains that it was in compliance with the California Labor Code at all times and enters into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

The Court has not made a determination about Plaintiff’s allegations. This Notice is not to be understood as a statement of any opinion by the Court as to the merits of the claim. You are receiving this Notice because you are in the group of employees referred to as the “Aggrieved Employees” defined as: All current and former non-exempt employees of Defendant who have worked for Defendant in California during the PAGA Period.

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

Pursuant to the terms of the Settlement Agreement, your individual PAGA payment is [CheckAmount]. Each individual PAGA payment is based on the number of pay periods worked by each Aggrieved Employee in the PAGA Period divided by the total number of pay periods worked by all Aggrieved Employees. “PAGA Period” refers to the time period from October 1, 2024, to July 8, 2026.

III. RELEASE

Pursuant to the settlement approved by the Court, you, the State of California and all other Aggrieved Employees of Defendant are deemed to release all claims for PAGA penalties or other PAGA relief that were pled or could have been pled based on the factual allegations contained in the letter that Plaintiff sent to the California Labor and Workforce Development Agency regarding her allegations and in her complaint in the lawsuit, and relating to the period from October 1, 2024, to July 8, 2026.

YOU ARE ONLY RELEASING CLAIMS FOR CIVIL PENALTIES UNDER PAGA BASED ON THE FACTS ALLEGED IN THE ACTION DURING THE PAGA PERIOD. YOU ARE NOT RELEASING ANY CLAIMS FOR WAGES, DAMAGES, OR OTHER INDIVIDUAL RELIEF.

IV. SETTLEMENT ADMINISTRATOR

You may call the Settlement Administrator, [Settlement Administrator Name], toll free at [1(XXX) XXX-XXXX] with any questions. This payment is taxable income for federal, state, and local tax purposes and will be reported to the appropriate taxing authorities on an IRS Form 1099. You may be required to make additional tax payments. Please consult a tax advisor to determine your individual tax payment and reporting situation. Settlement checks will be null and void [] days after issuance if not deposited or cashed. In such event, all uncashed funds shall be distributed to Asian Law Alliance as the *cy pres* organization mutually selected by the Parties and approved by the Court. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE