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AZASA INC. DBA TERIYAKI MADNESS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

NINEL GALINDO, on behalf of herself and others similarly situated and the general public,

Plaintiff,

v.

AZASA INC. dba Teriyaki Madness; and DOES 1 through 25, inclusive,

Defendants.

Case No. 25-CV475136

PAGA REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND RELEASE

Action Filed: September 15, 2025
Judge: Hon. Theodore C. Zayner
Dept: 5

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This PAGA Representative Action Settlement Agreement and Release (hereinafter "Agreement") is entered into by and between Plaintiff Ninel Galindo, individually and in her representative capacity on behalf of the State of California and aggrieved employees (hereinafter "Plaintiff"), and Defendant Azasa Inc. dba Teriyaki Madness (hereinafter "Defendant") (collectively referred to herein as the "Parties"), and is approved by their respective counsel of record, subject to the terms and conditions hereof and the Court's approval.

The Parties agree to lift the stay of the PAGA claims in this case for the purpose of Court approval of this agreement.

A. Definitions

As used herein, for the purposes of this Agreement only, the following terms shall be defined as set forth below:

1. "Action" or "Lawsuit" means the case entitled Ninel Galindo v. Azasa Inc. dba Teriyaki Madness, pending in the Superior Court of the State of California, County of Santa Clara, Case No. 25CV475136. Unless this Agreement expressly states otherwise, all settlement, notice, release, and payment terms in this Agreement apply only to Case No. 25CV475136 and the Released PAGA Claims.

2. "Administrative Costs" refers to all costs associated with administration of the settlement contemplated by this Agreement, which shall not exceed $3,700.00. Administrative Costs include all fees and costs for, among other things, printing, copying, formatting, postage, envelopes, searches to locate addresses, calculation of Individual PAGA Payments to Aggrieved Employees, preparation and filing of appropriate tax forms, any cost associated with the process for any uncashed settlement checks, and any other expenses the Settlement Administrator reasonably incurs to complete the settlement process according to the terms of this Agreement. Administrative Costs are borne in the first instance by the Settlement Administrator.

3. "Agreement" or **"Settlement Agreement"** shall mean this PAGA Representative Action Settlement Agreement and Release.

4. "Aggrieved Employees" means all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the PAGA Period.

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Defendant represents that there are approximately 23 Aggrieved Employees during the PAGA Period.

5. **"Approval Hearing"** means the hearing at which the Court determines whether to grant final approval of the PAGA settlement as fair and adequate.

6. **"Complaint"** refers to the civil complaint filed in the Action on September 15, 2025.

7. **"Court"** refers to the Superior Court of California for the County of Santa Clara.

8. **"Defendant"** refers to Azasa Inc. dba Teriyaki Madness.

9. **"Effective Date"** means the date the Court signs the Order Granting Approval of the Settlement. If any Aggrieved Employee properly becomes a party of record and files an appeal, the Effective Date shall be the date on which the Court's judgment approving the settlement becomes Final. "Final" shall mean the latest of: (i) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment; or (ii) if an appeal is filed, the date the Judgment is affirmed on appeal or the appeal is dismissed.

10. **"Gross Settlement Amount"** means $37,500.00, all-inclusive and non-reversionary, to be paid to the Settlement Administrator. Because this Agreement resolves only PAGA civil penalty claims, there will be no employer-side payroll taxes paid by Defendant.

11. **"Individual PAGA Payment(s)"** refers to the amount calculated by the Settlement Administrator to distribute to each Aggrieved Employee from the 35% share of the Net PAGA Settlement Amount.

12. **"Intervenor(s)"** refers to an Aggrieved Employee who files a complaint in intervention.

13. **"Judgment"** refers to the final judgment entered by the Court in this Action following the Approval Hearing.

14. **"LWDA"** refers to the California Labor & Workforce Development Agency, which helps to enforce the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code section 2698 *et seq.*, and which will receive the LWDA portion of the PAGA Payment.

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15. **"LWDA Letter"** refers to the notice of intent to pursue a PAGA claim against Azasa Inc. dba Teriyaki Madness submitted to the LWDA by Liberation Law Group, P.C. on behalf of Plaintiff Ninel Galindo on June 26, 2025.

16. **"Net PAGA Settlement Amount"** refers to the portion of the PAGA Gross Settlement Amount that remains after accounting for Administrative Costs and the PAGA Counsel Payment.

17. **"PAGA Counsel"** refers to Arlo Garcia Uriarte of Liberation Law Group, P.C.

18. **"PAGA Counsel Payment"** refers to the amount of attorneys' fees (not to exceed 33.33% of the PAGA Gross Settlement Amount) and litigation costs (not to exceed $1,965.42 that the Court awards to PAGA Counsel in connection with the resolution of the Action in accordance with this Agreement.

19. **"PAGA Payment to the LWDA"** means the sixty-five percent (65%) of the Net PAGA Settlement Amount that is paid to the LWDA pursuant to Labor Code section 2699(m).

20. **"PAGA Period"** is deemed to be any time during the period from July 27, 2024, through the date the Court grants approval of the PAGA settlement.

21. **"Pay Periods"** means any period of time for which an Aggrieved Employee was paid for work performed for Defendant during the PAGA Period.

22. **"Released PAGA Claims"** means any and all claims for civil penalties under PAGA that were alleged in the Complaint or the LWDA Letter and any claims for PAGA penalties that could have been alleged based on the facts as alleged in the Complaint or the LWDA Letter, that accrued or could have been asserted during the PAGA Period.

23. **"Released Parties"** refers to Azasa Inc. dba Teriyaki Madness, and any and all of Defendant's affiliated companies and its respective parent companies, subsidiaries, affiliates, shareholders, owners, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors, employees, or other person acting on Defendant's behalf), predecessors, successors, and assigns.

24. **"Settlement Administrator"** refers to Phoenix Class Action Administration Solutions, the third-party administrator the Parties have selected, subject to Court approval. The

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Parties sought bids from reputable settlement administrators. The most competitive bid was chosen.

B. Recitals and Procedural History

1. The LWDA Letter. On or about June 26, 2025, Liberation Law Group, P.C. submitted the LWDA Letter to the LWDA via online submission and certified mail on behalf of Plaintiff, providing notice of her intent to pursue a PAGA claim against Defendant.

2. Allegations in the Action. On September 15, 2025, Plaintiff filed a civil complaint in the Superior Court of the State of California, County of Santa Clara, Case No. 25CV475136. The Complaint asserts claims for: (1) failure to pay all wages; (2) failure to pay overtime compensation; (3) failure to permit and provide meal periods; (4) failure to permit and provide rest breaks; (5) failure to provide accurate itemized wage statements; (6) waiting time penalties; (7) civil penalties under the Private Attorneys General Act ("PAGA"), Labor Code section 2698, et seq.; and (8) unfair competition under Business and Professions Code section 17200, et seq. All class claims were dismissed without prejudice via a stipulation and Court Order.

3. Individual Claims In addition to the PAGA claim and individual wage-and-hour claims asserted in this Action, Plaintiff filed a separate individual complaint against Defendant alleging claims for pregnancy discrimination, sex/gender discrimination, failure to engage in the interactive process, failure to reasonably accommodate, failure to prevent discrimination, retaliation, intentional infliction of emotional distress, and wrongful termination in violation of public policy. Plaintiff and Defendant have entered into a separate individual settlement agreement resolving all of Plaintiff's individual claims, including her individual wage-and-hour claims and the claims asserted in her separate individual action. This Agreement is intended to resolve only the Released PAGA Claims as defined herein.

4. Defendant's Denials. Defendant denies all allegations in the Action; denies that it violated any laws; denies that it is liable for any damages, penalties, interest, restitution, attorneys' fees, or costs; and denies that representative treatment is appropriate. Defendant contends its policies, procedures, and practices comply with all applicable laws. Nonetheless, without admitting any liability or wrongdoing, Defendant has agreed to resolve the Action on the terms set

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forth in this Agreement to avoid the burden, expense, and uncertainty of litigation.

5. PAGA Counsel's Investigation. PAGA Counsel has investigated the facts relating to the claims alleged in the Action and analyzed Defendant's asserted defenses. Before settlement, Defendant produced informal discovery, including Plaintiff's personnel records, timekeeping and payroll data, and aggregate information regarding the size and pay periods of the Aggrieved Employee group. PAGA Counsel reviewed these materials, interviewed Plaintiff, and evaluated Defendant's pay practices and timekeeping records.

6. Negotiation of Settlement. PAGA Counsel and counsel for Defendant engaged in intensive, arm's-length negotiations that resulted in this Agreement. Plaintiff and PAGA Counsel recommend approval of the settlement after considering the legal and factual defenses, the substantial benefits provided to Aggrieved Employees, and the risks inherent in continued litigation.

C. <u>Distribution of Settlement Proceeds</u>

1. Administrative Costs. The Parties seek approval of Administrative Costs to be drawn from the PAGA Gross Settlement Amount. If the Court approves only a lesser amount, then the other terms of this Agreement shall still remain in effect. The amount of Administrative Costs is not a material term of this Agreement.

2. Individual PAGA Payments. Each Aggrieved Employee shall be entitled to an Individual PAGA Payment consisting of a share of the thirty-five percent (35%) portion of the Net PAGA Settlement Amount.

a. List of Aggrieved Employees. Within fifteen (15) calendar days after service on Defendant of the Court's order approving the PAGA settlement, Defendant shall provide a PAGA List and Data to the Settlement Administrator. The PAGA List and Data will include: each Aggrieved Employee's full name, most recent mailing address, employee number if applicable, Social Security number, and the number of pay periods worked by each Aggrieved Employee during the PAGA Period.

b. Distribution formula. Each Individual PAGA Payment will be distributed to Aggrieved Employees based on their total Pay Periods worked during the PAGA Period as a

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percentage of the total Pay Periods attributed to all Aggrieved Employees. Every Aggrieved Employee will be credited at least one Pay Period.

c. Explanatory Note. The Settlement Administrator shall include a brief, neutral explanatory note (approved as to form and content by the Parties) with each Individual PAGA Payment check, explaining that the payment represents a settlement of civil penalties under the Private Attorneys General Act. The Settlement Administrator will not issue the explanatory note without the prior approval of both Parties.

d. Tax Treatment of Individual PAGA Payments. One hundred percent (100%) of each Individual PAGA Payment shall be allocated as PAGA civil penalties. The Settlement Administrator shall report these payments on IRS Form 1099 as required by law. Aggrieved Employees shall be solely responsible for any tax obligations arising from these payments.

3. Escalator Provision. The PAGA Gross Settlement Amount is based on Defendant's representation that there are approximately 485 Pay Periods during the PAGA Period. If the actual total number of Pay Periods exceeds 582 (i.e., more than 20% of 485), Defendant shall, at its option, either: (i) pay a pro rata percentage increase in the PAGA Gross Settlement Amount for all Pay Periods in excess of 582; or (ii) reduce the PAGA Period to the date on which 582 Pay Periods were met.

4. Uncashed Funds. Aggrieved Employees shall have one hundred eighty (180) days from the date of issuance to cash their settlement checks. Any checks not cashed within this period shall be cancelled, and the funds represented by those uncashed checks shall be redistributed on a pro rata basis to Aggrieved Employees who timely cashed their Individual PAGA Payment checks. Aggrieved Employees shall have one hundred eighty (180) days from the date of issuance to cash any redistribution checks. Any funds remaining from uncashed redistribution checks shall be distributed to La Raza Centro Legal as the *cy pres* recipient pursuant to Code of Civil Procedure § 384. No funds shall revert to Defendant.

5. Funding of Gross Settlement Amount. Within thirty (30) days after service on Defendant of the Court's order approving the PAGA settlement, Defendant shall disburse the

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PAGA Gross Settlement Amount (and any additional amount required by the Escalator Provision, if applicable) to the Settlement Administrator.

6. Notice of Proposed PAGA Settlement to LWDA. Pursuant to California Labor Code section 2699(s)(2), PAGA Counsel will submit a copy of this Agreement to the LWDA at the same time that it is submitted to the Court for approval.

7. PAGA Counsel Payment. PAGA Counsel shall request that the Court award a PAGA Counsel Payment, to be drawn from the PAGA Gross Settlement Amount, for (a) attorneys' fees in an amount not to exceed thirty-three and one-third percent (33.33%) of the PAGA Gross Settlement Amount, and (b) litigation costs actually incurred, not to exceed $[insert]. Defendant shall have no liability for any other attorneys' fees or costs. To the extent that the Court approves less than the amount requested, the difference shall remain part of the PAGA Gross Settlement Amount and shall be included in the Net PAGA Settlement Amount for distribution. The Court's approval of the PAGA Counsel Payment is not a material term of this Agreement.

D. Releases

1. Inadmissibility of Settlement Documents. The Parties agree that this Agreement and all negotiations, statements, and proceedings relating thereto shall be inadmissible in any proceeding, except an action or proceeding to approve, interpret, or enforce this Agreement. The Parties further intend this Agreement to be enforceable notwithstanding the confidentiality provisions of Cal. Evid. Code §§ 1119, et seq.

2. No Admission of Liability. Neither this Agreement, nor any of its terms, shall constitute an admission on behalf of Defendant of any form of liability or the accuracy of any allegation made by Plaintiff, the Aggrieved Employees, or PAGA Counsel. Payment of settlement funds does not extend or alter the Aggrieved Employees' periods of employment for any purpose.

3. PAGA Settlement Release. Upon the Court's approval of the settlement, subject to the Court's continuing jurisdiction to monitor compliance by Defendant with the settlement terms, Plaintiff, the State of California, and all Aggrieved Employees hereby do and shall be deemed to have fully, finally and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from any and all the Released PAGA Claims

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that accrued during the PAGA Period.

4. Waiver of Fees and Additional Costs. Except as provided in the PAGA Counsel Payment section of this Agreement, Plaintiff waives any and all claims for fees, costs, indemnity, or contribution against the Released Parties. Any award of attorneys' fees and costs must be satisfied from the Gross Settlement Amount. Except as provided herein, each side shall bear its own attorneys' fees and costs.

E. Miscellaneous

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

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

3. Construction. Each Party participated jointly in the drafting of this Agreement, and its terms are not intended to be, and shall not be, construed against any party by virtue of draftsmanship. The headings within this Agreement appear for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions as valid to the fullest extent possible so as to render all provisions of this Agreement enforceable.

4. Continuing Jurisdiction. The Court shall retain jurisdiction over the implementation of this Agreement as well as any matter arising out of, or related to, the implementation of this Agreement. The Court shall not have jurisdiction to modify the terms of this Agreement without the consent of all Parties.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement,

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binding upon and effective as to all Parties.

6. Disputes. If the Parties dispute the interpretation of this Agreement, they shall first attempt to resolve the dispute informally through good faith negotiations. If those efforts are unsuccessful, such dispute shall be finally resolved by the Court.

7. Duty to Cooperate. Each Party, upon the request of another, agrees to perform such acts and to execute and to deliver such documents as are reasonably necessary to carry out this Agreement. In the same spirit, the Parties agree to make all reasonable efforts to avoid unnecessary Administrative Costs.

8. Entire Agreement. This Agreement, which includes its Definitions, Recitals, and any Exhibits attached hereto, constitutes the entire agreement on its subject matter, and supersedes all prior and contemporaneous negotiations and understandings between the Parties.

9. Facsimile or Scanned Signatures. A Party may sign and deliver this Agreement by signing on the designated signature block and transmitting that signature page via facsimile or as an attachment to an email to counsel for the other Party. Any such signature shall be deemed an original for purposes of this Agreement and shall be binding upon the Party who transmits the signature page.

10. Governing Law. All terms of this Agreement shall be governed by and interpreted according to California law.

11. Interim Stay of the Action. Pending completion of all of the prerequisites necessary to effectuate this Settlement, the Parties agree, subject to Court's approval, to a stay of all proceedings in the Action except such as are necessary to effectuate the Settlement.

12. Materiality of Terms. Except as otherwise stated herein, each substantive term of this Agreement is material and has been relied upon by the Parties in entering into this Agreement. If the Court does not approve any substantive terms, or if the Court effects a material change to the Agreement then the entire Agreement will be, at the Parties' discretion, void and unenforceable. Where this Agreement states that a term is not material, then the Court's refusal to approve that term leaves all the other terms of the Agreement in effect, and does not give the Parties any basis to abrogate this Agreement.

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13. No Impact on Employee Benefits. No payment made under this Agreement shall be considered as compensation for hours worked or hours paid for the purposes of determining eligibility, vesting, participation, or contributions with respect to any employee benefit plan. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiff or Aggrieved Employees to additional compensation or benefits, nor will it entitle them to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits.

14. No Prior Assignments or Undisclosed Liens. Plaintiff and PAGA Counsel represent that they have not assigned, transferred, conveyed, or otherwise disposed of any Released PAGA Claim or claim to attorneys' fees and costs award to be paid under this Agreement. Plaintiff and PAGA Counsel further represent and warrant that there are not any liens or claims against any amount that Defendant is to pay under this Agreement.

15. No Tax Advice. Neither PAGA Counsel nor Defense Counsel intend anything contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

16. Parties' Authority. The signatories hereto represent that they are fully authorized to bind the Parties to all the terms of this Agreement.

17. Waivers and Modifications to Be in Writing. No waiver, modification, or amendment of this Agreement shall be valid unless it appears in a writing signed by or on behalf of all Parties, and then shall be valid subject to any required Court approval. The time periods and dates provided in this Agreement with respect to hearings are subject to Court approval and modification by the Court or by written stipulation of PAGA Counsel and Defense Counsel.

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F. Signatures. IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Agreement as of the dates set forth below:

DATED: July 28th, 2026

Signed by:
AVEZ BASHADI
F05B5B26E8B7459...

Name: Avez Bashadi
Title: Chief Executive Officer
On Behalf of and an Authorized Representative of Defendant

DATED: Aug 3, 2026, 2026

Ninel Valeria Galindo Herrera

Plaintiff Ninel Galindo

APPROVED AS TO FORM:

DATED: August 3, 2026

Arlo Garcia Uriarte
PAGA Counsel
Liberation Law Group, P.C.

DATED: July 28, 2026

Signed by:
Marco A. Lucido
B9C861BDBD49489...

Marco A. Lucido
Attorney for Defendant
AZASA INC. DBA TERIYAKI MADNESS

SignRequest

Signing Log

Document ID: Z2XR516V

Vicent Uriarte (vicent@liberationlawgroup.com)

Document name:	Galindo PAGA Settlement.pdf SHA256 security hash: 110ed05286483d3da13c2de5690378a611e57c9ec5e53484a136e7d6a7b28df3
Sent on:	Aug. 3, 2026, 7:43 p.m. (UTC)
From:	SignRequest <no-reply@signrequest.com> on behalf of (vicent@liberationlawgroup.com)
To:	ninelgalindoherrera@gmail.com
Subject:	Vicent Uriarte (vicent@liberationlawgroup.com) has sent you a SignRequest

Message:

> Hi Ninel,
>
> Please sign the agreement.
>
> Thanks,
>
> Vicent

IP address:	83.32.103.97
User agent:	Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/150.0.0.0 Safari/537.36

Vicent Uriarte (vicent@liberationlawgroup.com)

Email address verification:	Verified by SignRequest

ninelgalindoherrera@gmail.com

Email address verification:	Verified by SignRequest
Text added, page 12:	Aug 3, 2026
Signature added, page 12:	
IP address:	76.103.166.250
User agent:	Mozilla/5.0 (iPhone; CPU iPhone OS 18_7 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/26.5.2 Mobile/15E148 Safari/604.1
Document signed:	Aug. 3, 2026, 8:03 p.m. (UTC)