PRIVATE ATTORNEYS GENERAL ACT– AMENDED SETTLEMENT AGREEMENT

This Amended PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Savita Jayram ("Plaintiff"), on the one hand, and Defendant The Bundox Restaurant Corp. ("Defendant") on the other hand. Plaintiff and Defendant are collectively as "the Parties," or individually as a "Party."

1. DEFINITIONS

1.1 "PAGA Action" means the Plaintiff's PAGA lawsuit alleging violations of the California Labor Code against Defendant captioned *Savita Jayram vs. The Bundox Restaurant Corp., et al.* Case No., CGC-23-610167 filed in San Francisco County Superior Court on November 3, 2023, and subsequently consolidated for all purposes with a class action filed by Plaintiff against Defendant under Case No. CGC-23-610167.

1.2 "Administrator" means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4 "Aggrieved Employee" means Plaintiff and all other hourly-paid individuals who are or were employed by Defendant in California and who worked at least one pay period for Defendant in California during the PAGA period.

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 "Court" means the Superior Court of California, County of San Francisco.

1.8 "Defense Counsel" means Paul V. Simpson and Sarah E. Lucas of Simpson, Garrity, Innes & Jacuzzi, PC.

1.9 "Effective Date" means the date by when the Court enters a Judgment on its Order Approving the Settlement.

1.10 "Gross Settlement Amount" means $5,000.00 which is the total amount

Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, and the Administrator's Expenses Payment.

1.11 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12 "Judgment" means the judgment entered by the Court based upon its Approval of the Settlement.

1.13 "LWDA" means the California Labor and Workforce Development Agency.

1.14 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

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

1.16 "Operative Complaint" means the First Amended Complaint filed in the consolidated class and PAGA actions brought by Plaintiff against Defendant in San Francisco Superior Court and consolidated for all purposes under Case No. CGC-23-610167.

1.17 "PAGA Counsel" means Webb Law Group, APC, the attorneys representing the Plaintiff in the Action.

1.18 "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.

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

1.20 "PAGA Period" means the period from December 14, 2021 to May 8, 2025, the date the Parties participated in mediation in the consolidated class and PAGA actions brought by Plaintiff against Defendant in San Francisco Superior Court.

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

1.22 "PAGA Notice" means Plaintiff's December 14, 2022, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.23 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of all PAGA claims alleged in the PAGA Action.

1.24 "Plaintiff" means Savita Jayram, the named Plaintiff in the PAGA Action.

1.25 "Approval Order" means the proposed Court Order granting approval of PAGA Settlement.

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

1.27 "Released Parties" means Defendant The Bundox Restaurant Corp. and its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and/or affiliates.

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

1.29 "Defendant" means named Defendant The Bundox Restaurant Corp.

2. RECITALS

2.1 On November 3, 2023, Plaintiff commenced the PAGA Action by filing a Complaint against Defendant seeking penalties under the PAGA for the following alleged violations of the California Labor Code: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide required meal periods; (4) failure to provide required rest periods; (5) failure to provide accurate, itemized wage statements; (6) failure to reimburse employees for required business expenses; (7) failure to pay wages when due in violation of Labor Code sections 201, 202 and 203; (8) failure to pay sick wages; (9) failure to timely pay wages in violation of Labor Code section 204; and (10) failure to provide suitable seating.

2.2 On May 16, 2024, the Court consolidated the PAGA Action with the class action filed by Plaintiff against Defendant (Case No. No. CGC-23-610212) for all purposes under San Francisco County Superior Court Case No. CGC-23-610167.

2.3 On October 15, 2024, the Court granted Defendant's Motion to Strike Portions of Plaintiff's PAGA Complaint in its entirety, striking Plaintiff's PAGA claims for failure to provide meal periods, failure to provide rest periods, failure to pay wages timely during employment (Labor Code section 204), failure to pay sick pay (Labor Code section 246), and failure to provide suitable seating.

2.4 On November 14, 2024, Plaintiff filed an Amended Complaint in the consolidated actions which included both her class and PAGA causes of action but omitted the stricken PAGA claims.

2.5 On May 8 2025, the Parties participated in an all-day mediation with mediator David Lowe, Esq., which led to this Agreement to settle the PAGA Action. Prior to mediation, Plaintiff obtained extensive information and documents through both formal and informal discovery for the purpose of evaluating the claims and defenses alleged. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) (together, *"Dunk/Kullar")*.

2.1 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 9 below, Defendant promises to pay the total sum of Five thousand Dollars ($5,000.00) and no more as the Gross Settlement Amount. Defendant shall pay the Gross Settlement Amount within five (5) business days of the Court granting approval of the Settlement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. No amount of the Gross Settlement Amount will revert to Defendant.

3.2 Payments from the Gross Settlement Amount: The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees and Litigation Expenses Payment of not more than $500.00. Defendant will not oppose a request for Court approval of this payment provided that it does not exceed this amount. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees and Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees and Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the PAGA Counsel Fees and Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees and Litigation Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: Administrator fees not to exceed $1,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration fees are less or the Court approves payment less than $1500.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Three Thousand Dollars ($3,000.00) to be paid from the Gross Settlement Amount, with 75% ($2,250.00) allocated to the LWDA PAGA Payment and 25% ($750.00) allocated to the Individual PAGA Payments.

3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($750.00) 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 Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2 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 to date, Defendant estimates there are 69 Aggrieved Employees who worked a total of 4,100 PAGA Pay Periods.

4.1.1 If as of the date of Court Approval of the PAGA Settlement, the number of Pay Periods worked by the Aggrieved employees exceeds 4,100 by more than ten percent (10%) (i.e., 4,510 or more Pay Periods), then the amount of the Gross Settlement Amount shall correspondingly increase in proportion to the increased percentage above 10%. For example, if such increase in Pay Periods worked by Aggrieved Employees is 25% more than 4,100, then the PAGA Settlement Amount shall increase by 15%.

4.2 Aggrieved Employee Data: Within 20 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 the Administrator and PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount: Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.

4.4 Payments from the Gross Settlement Amount: Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, and the Administration Expenses Payment.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3 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 the California Controller's Unclaimed Property Fund in the name of the Aggrieved 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 Gross Settlement Amount, Plaintiff, the LWDA, Aggrieved Employees and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release: Plaintiff, on behalf of and as agent and proxy of the LWDA, releases Released Parties from all claims for penalties under PAGA (and associated attorneys' fees, costs, and interest) alleged in the Operative Complaint and arising at any time during the PAGA Period. Specifically, Plaintiff releases all claims for recovery under PAGA arising at any time during the PAGA Period based on: (1) failure to provide accurate, itemized wage statements, (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to reimburse employees for required expenses; and (5) failure to pay wages when due in violation of Labor Code sections 201, 202 and 203. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that this Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs discovery of them.

5.2 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for penalties under PAGA (and associated attorneys' fees, costs, and interest) alleged in the Operative Complaint and arising at any time during the PAGA Period. Specifically, all Aggrieved Employees release all claims for recovery under PAGA arising at any time during the PAGA Period based on: (1) failure to provide accurate, itemized wage statements; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to reimburse employees for required expenses; and (5) failure to pay wages when due in violation of Labor Code sections 201, 202 and 203.

5.3 Release by PAGA Counsel: PAGA Counsel release the Released Parties from all claims for PAGA Fees incurred in connection with the PAGA Action, 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**. The Parties agree to jointly prepare and file a stipulation or motion for approval of this Settlement.

6.3 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 (f)(2)) 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 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. (1)(1)), this Agreement (Lab. Code,§ 2699, subd. (1)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.4 Responsibilities of PAGA Counsel: PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the stipulation or motion for approval of this Settlement no later than thirty (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 to the Administrator.

6.5 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 video conference, 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 via video conference, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7 SETTLEMENT ADMINISTRATION

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

7.4 Qualified Settlement Fund: The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.5 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: Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, there are 69 Aggrieved Employees who worked approximately 4100 Pay Periods during the PAGA Period.

9 CONTINUING JURISDICTION OF THE COURT: The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the PAGA 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.

9.3 Waiver of Right to Appeal: Provided the Judgment is consistent with the terms and conditions of this Agreement, 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 the Judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an individual who is not a party to this Agreement appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is formally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10 ADDITIONAL PROVISIONS

10.3 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 PAGA Action or 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 approve this Settlement, 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).

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

10.5 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.

10.6 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 submitting supplemental 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 mediator David Lowe and/or the Court for resolution.

10.7 No Prior Assignments: Each Party separately represents and warrants that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

10.8 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.

10.9 Modification of Agreement: This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

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

10.11 Applicable Law: All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles. The Parties agree that any action to enforce this Agreement shall be filed in San Francisco County Superior Court.

10.12 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.

10.13 Confidentiality: To the extent permitted by law, all agreements made and orders entered during the PAGA Action relating to the confidentiality of information shall survive the execution of this Agreement.

10.14 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 makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

10.15 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.

10.16 Calendar Days: Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.17 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:

Lenden F. Webb, Katherine Cervantes
Webb Law Group, APC
10509 Vista Sorrento Parkway, Suite 450
San Diego, CA 92121
LWebb@WebbLawGroup.com
KCervantes@webblawgroup.com

To Defendant:

Paul V. Simpson
Sarah E. Lucas
Simpson, Garrity, Innes & Jacuzzi PC
601 Gateway Blvd. Suite 950South San Frncisco, CA 94080
Telephone: (650) 615-4860
psimpson@sgijlaw.com
slucas@sgijlaw.com

10.18 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.

10.19 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.

Docusign Envelope ID: 24E43450-EEAD-43F0-A7CD-72A10ACC39CA

Dated: 08/08/24

Signed by:
Savita Spafford

Plaintiff Savita Jayram

Defendant The Bundox Restaurant Corp.

Dated: 8-13-2025

Cheryl Falchi

By: Cheryl Falchi, its President

Approved:

Dated: August 8, 2025

Webb Law Group. APC

By: Lenden Webb

Lenden F. Webb
Attorneys for Plaintiff and Aggrieved Employees

Dated: 8-14-2025

Simpson, Garrity, Innes & Jacuzzi PC

By: Paul V. Simpson

Paul V. Simpson
Attorneys for Defendant The Bundox Restaurant Corp.