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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MARKEL PARKS, an individual and on behalf of all others similarly situated,

Plaintiff,

v.

HACIENDA HEIGHTS PIZZA, INC., a California stock corporation doing business as The Original Pizza Company; MONROVIA PIZZA CO., a California stock corporation; FULLERTON PIZZA CO, LLC, a California limited liability company; ERNESTO ALONZO SILVA, an individual; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 25STCV19453

CLASS AND PAGA SETTLEMENT AGREEMENT

Action Filed: July 3, 2025
Trial Date: None set

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Markel Parks ("Plaintiff"), on behalf of himself and the Settlement Class, and defendants Hacienda Heights Pizza, Inc., Monrovia Pizza Co., and Ernesto Alonzo Silva (collectively, "Defendants"). Plaintiff and Defendants are referred to collectively as the "Parties," and individually as a "Party."

1. DEFINITIONS

1.1. "Actions" means the lawsuits captioned *Markel Parks v. Hacienda Heights Pizza, Inc., et al.,* Los Angeles Superior Court Case No. 25STCV19453, and *Markel Parks v. Hacienda Heights Pizza, Inc., et al.,* Los Angeles Superior Court Case No. 25STCV34373, which are being resolved through this Settlement.

1.2. "Administrator" means Apex Class Action Administration the neutral third-party settlement administrator mutually selected by the Parties to administer the Settlement consistent with the terms of this Agreement.

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 approved by the Court in connection with Preliminary Approval of the Settlement.

1.4. "Aggrieved Employee" means all persons currently or formerly employed by Defendants in California, who were classified as non-exempt, hourly-paid employees during the PAGA Period in the State of California.

1.5. "Class" means all persons currently or formerly employed by Defendant, as non-exempt, hourly-paid employees during the Class Period in the State of California.

1.6. "Class Counsel" means David D. Bibiyan, Vedang J. Patel, Jason Rothman, and Megan R. Lazar of Bibiyan Law Group, P.C.

1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Actions.

1.8. "Class Data" means Class Member identifying information in Defendant's custody, possession, or control, including the Class Member's (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, either as a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip tracing, and direct contact by the Administrator with Class Members.

1.11. "Class Notice" means the Court-approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in English [with a Spanish translation, if applicable], in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from July 3, 2021 through April 23, 2026.

1.13. "Class Representative" means Plaintiff Markel Parks, the named plaintiff in the Actions seeking Court approval to serve as Class Representative.

1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Actions and providing services in support of the Actions.

1.15. "Court" means the Superior Court of the State of California, County of Los Angeles.

1.16. "Defendants" means Hacienda Heights Pizza, Inc., Monrovia Pizza Co., and Ernesto Alonzo Silva.

1.17. "Defense Counsel" means Mimi Ahn and Madeline Ong of Kahana Feld LLP, attorneys for Defendants.

1.18. "Effective Date" means the later of: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the

latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Final Judgment" means the Judgment entered by the Court based upon the Final Approval.

1.22. "Gross Settlement Amount" or "GSA" means $450,000.00, which is the total amount Defendants agree to pay under the Settlement except for employer payroll taxes, which shall be paid separate and apart from the Gross Settlement Amount. The GSA will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administrator's Expenses.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

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

1.25. "Judgment" means the judgment entered by the Court based upon Final Approval.

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

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

1.28. "Net Settlement Amount" means the Gross Settlement Amount less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment,

Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder shall be paid to Participating Class Members as Individual Class Payments.

1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. "Operative Complaint" means the amended complaint to be filed that consolidates the claims asserted in both the Class Action and PAGA Action for purposes of settlement.

1.31. "PAGA Pay Period" means a pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

1.32. "PAGA Period" means the period from July 3, 2024 through the end of the Class Period.

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

1.34. "PAGA Notice" means the notice of Plaintiff's PAGA claims provided to Defendants and the Labor and Workforce Development Agency ("LWDA") pursuant to Labor Code section 2699.3 based on the alleged wage-and-hour violations set forth in the Operative Complaint.

1.35. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, totaling $45,000.00 in settlement of PAGA claims, with $29,250.00 allocated to the LWDA and $15,750.00 allocated to Aggrieved Employees.

1.36. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.37. "Plaintiff" means Markel Parks, the named plaintiff in the Actions.

1.38. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.39. "Preliminary Approval Order" means the proposed Order granting Preliminary Approval and Approval of PAGA Settlement.

1.40. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.41. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.42. "Released Parties" means Defendants, including Hacienda Heights Pizza, Inc., Monrovia Pizza Co., and Ernesto Alonzo Silva, and each of their former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, and affiliates.

1.43. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.44. "Response Deadline" means forty-five (45) calendar days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may submit Requests for Exclusion from the Settlement or objections to the Settlement.

1.45. "Settlement" means the disposition of the Actions effected by this Agreement and the Judgment.

1.46. "Workweek" means any week during which a Class Member worked for Defendants for at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

2. RECITALS

2.1. On July 3, 2025, Plaintiff commenced a wage-and-hour class action lawsuit in the Los Angeles County Superior Court, captioned *Markel Parks v. Hacienda Heights Pizza, Inc., et al.,* Case No. 25STCV19453 (the "Class Action"), alleging causes of action for, among other things, failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods, failure to provide rest periods, waiting time penalties, wage statement violations, failure to timely pay wages, failure to indemnify, violation of Labor Code section 227.3, and unfair competition.

2.2. On July 3, 2025, pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff provided written notice to Defendants and the California Labor and Workforce Development Agency ("LWDA") regarding the alleged Labor Code violations.

2.3. On November 24, 2025, Plaintiff commenced a separate representative action captioned *Markel Parks v. Hacienda Heights Pizza, Inc., et al.,* Los Angeles County Superior Court Case No. 25STCV34373 (the "PAGA Action"), seeking civil penalties under the California Labor Code Private Attorneys General Act of 2004 ("PAGA").

2.4. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

2.5. Prior to mediation, Plaintiff conducted an investigation and obtained informal discovery, including, among other things: (a) time and pay records, (b) time and pay reports; (c) handbooks; (d) policy documents; and (e) Plaintiff's personnel record.

2.6. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.7. On March 23, 2026, the Parties participated in a mediation before Jason Marsili, a well respected mediator and experienced litigator in PAGA and class action matters. The mediation was successful, and the Parties agreed to globally resolve all class and PAGA claims in the Action. As part of this Agreement, the Parties agree to stipulate to Plaintiff's filing of a First Amended Complaint in the Class Action, adding all allegations brought in the PAGA Notice, thereby effectively consolidating the class and PAGA claims for purposes of Settlement (hereinafter, the "Action"). The First Amended Complaint is the operative complaint in the Action ("Operative Complaint").

2.8. The Court has not granted class certification. The Parties stipulate to certification of the Class for settlement purposes only.

2.9. The Parties, Class 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, other than the Actions being resolved through this Agreement.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants shall pay $450,000.00 as the Gross Settlement Amount ("GSA") and shall separately pay any and

all employer payroll taxes owed on the wage portions of the Individual Class Payments. Defendants have no obligation to pay the GSA or any payroll taxes prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire GSA without requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the GSA will revert to Defendants.

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

3.2.1. To Plaintiff: A Class Representative Service Payment to Plaintiff in an amount not to exceed $10,000.00, in addition to any Individual Class Payment and any Individual PAGA Payment to which Plaintiff is entitled as a Participating Class Member. Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty-five percent (35%) of the Gross Settlement Amount, which is currently estimated to be $150,000.00, and a Class Counsel Litigation Expenses Payment of not more than $60,000.00. Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class

Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments. There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Defendants for such work. In the event Defendants materially breach this Agreement and Plaintiff obtains a Court order enforcing this Agreement, any request for additional attorneys' fees or costs shall be limited to those expressly awarded by the Court in connection with such enforcement proceeding. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed $7,990.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $7,990.00, the Administrator will retain the remainder in the Net Settlement Amount..

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage

claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the total amount of $45,000.00, to be paid from the Gross Settlement Amount, with 65% ($29,250.00) allocated to the LWDA and 35% ($15,750.00) allocated to Aggrieved Employees. The Aggrieved Employees' share shall be distributed by the Administrator to Aggrieved Employees, including Aggrieved Employees who opt out of the Class Settlement, without any claims process.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties $15,750.00 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.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement

Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.5.3. If valid Requests for Exclusion exceed twenty percent (20%) of the Settlement Class, Defendants may, in their sole discretion, rescind the Settlement by providing written notice within seven calendar days after receipt of the final Exclusion List.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee PAGA Pay Periods. Based on a review of its records to date, Defendants estimate there are 311 Class Members who collectively worked a total of 14,794 Workweeks, and 181 of Aggrieved Employees who worked a total of 3,423 PAGA Pay Periods.

4.2. Class Data. No later than twenty-one (21) calendar days after full execution of this Agreement, Defendants shall deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use reasonable efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount as follows:

4.3.1. $75,000.00 due within fifteen (15) calendar days of Final Approval becoming final and non-appealable; and

4.3.2. $62,500.00 due every three (3) months after the first payment until the balance is

paid.

4.3.3. Plaintiff agrees to notify Defendants if any of the payments are late and provide Defendants an opportunity to cure within twenty-one (21) calendar days from the date of notice. In the event payment is not made within twenty-one (21) calendar days after Defendants are informed regarding the late payment, the entire remaining Gross Settlement Amount will be due immediately thereafter. Defendants shall separately pay any employer payroll taxes owed on the wage portion of the settlement, which shall not be deducted from the Gross Settlement Amount. Any notice of default shall be given in accordance with Section 8.

4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments, and the Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date, not less than one hundred eighty (180) calendar days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members, including those for whom Class Notice was returned undelivered. The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees, including those for whom Class Notice was returned undelivered. The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual

PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without United States Postal Service ("USPS") forwarding address. Within seven (7) calendar 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 Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, if requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check and/or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such check(s) to the California Controller's Unclaimed Property Fund in the name of the Class Member, consistent with applicable law.

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASE OF CLAIMS

Effective upon the Effective Date, Plaintiff, Participating Class Members, and Aggrieved Employees shall release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts

contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA Notice. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. 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 Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release only, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release and waive all claims, rights, demands, damages, liabilities, and causes of action, in law or in equity, asserted in the operative Complaint of the Class Action or that could have been asserted in said complaint, including all claims arising from the same factual predicate or reasonably related facts, whether or not specifically alleged, under state law or federal law including, without limitations, all claims for unpaid wages, including overtime wages, off-the-clock wage claims, minimum wage claims, claims for failure to timely pay wages, both during employment and after termination of employment, claims for failure to keep accurate and complete payroll records, claims for failure to provide accurate and complete wage statements, claims for missed meal periods, claims for missed rest breaks, claims for failing to pay

wage premiums of any type (including overtime or missed meal or rest periods), claims for statutory damages, penalties, and/or interest, including, but not limited to, recordkeeping penalties, wage statement penalties or damages, minimum-wage penalties, missed meal-period and rest-break penalties, waiting-time penalties,; premiums arising from the claims described above under applicable state, or local law as well as applicable regulations and Wage Orders.

5.3. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.4. PAGA Release: On the Effective Date, the State of California and all Aggrieved Employees, including both Participating and Non-Participating Class Members, shall be forever barred from seeking civil penalties against Released Parties for any and all Labor Code violations identified, pleaded, or otherwise set out in Plaintiff's letter to the LWDA and/or operative Complaint filed in the PAGA Action, for the PAGA Period or the date of entry of an order approving this settlement, whichever first occurs, including but not limited to, claims for unpaid overtime, unpaid meal and rest break premiums, unpaid minimum wages, penalties for non-compliant wage statements and failure to pay final wages in a timely manner, unreimbursed business expenses, penalties under PAGA and/or any remedies available under Business & Professions Code §17200 or any other claims for civil penalties arising from the same alleged conduct.

6. MOTION FOR PRELIMINARY APPROVAL

The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's applicable rules and any current checklist or guidance for preliminary approval of class and PAGA settlements.

6.1. Defendants' Declaration in Support of Preliminary Approval. Within ten (10) days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel signed declarations from Defendants and Defense Counsel disclosing all facts known to them, after a reasonable inquiry, that are relevant to any actual or potential conflicts of interest with the

Administrator. In their declarations, Defense Counsel and Defendants shall further aver that, to the best of their knowledge after reasonable inquiry, they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under Dunk and Kullar and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Notice to Class Members and Aggrieved Employees; (iv) 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 Class 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 Class Members and Aggrieved Employees; and the nature and extent of any financial relationship with Plaintiff, Class Counsel, or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and Aggrieved Employees; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members and Aggrieved Employees and to its timely transmission to the LWDA of all necessary PAGA documents, including the initial notice of violations (Lab. Code, § 2699.3, subd. (a)), the operative complaint (Lab. Code, § 2699, subd. (l)(1)), and this Agreement (Lab. Code, § 2699, subd. (l)(2)); (vii) a redlined version of the Parties' Agreement showing all material modifications made to prior drafts of the Agreement; and (viii) declarations averring that, after a reasonable inquiry, Plaintiff and Class Counsel are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after full execution of this Agreement, obtaining a

hearing date for the Motion for Preliminary Approval, and appearing in Court to advocate in favor of Preliminary Approval. Provided the Motion for Preliminary Approval is consistent with this Agreement, Defendants shall not oppose the Motion for Preliminary Approval. Nothing herein shall prohibit Defense Counsel from complying with Court orders, responding to Court inquiries, correcting factual inaccuracies, or otherwise taking actions reasonably necessary to facilitate Court approval of the Settlement. Class Counsel is responsible for providing the Administrator with a copy of the Court's Preliminary Approval Order.

6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring in good faith to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring in good faith to modify the Agreement and otherwise satisfy the Court's concerns. For the avoidance of doubt, neither Party shall be obligated to accept any material modification to this Agreement proposed by the other Party, and any such material modification shall require the Parties' mutual written consent unless requested or otherwise ordered by the Court.

7. SETTLEMENT ADMINISTRATION

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

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating tax reporting and providing reports to state and

federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under U.S. Treasury Regulation section 1.468B-1 and 1.468B-5, and the QSF will be taxed as a separate entity for purposes of all federal, state and local taxes, and further agree to treat the QSF on a basis consistent therewith, that the QSF will be characterized as the employer of all Settlement Class Members for purposes of determining all tax obligations associated with any and all payments under the Settlement, and the QSF will bear full responsibility for all taxes associated with the QSF and Settlement Payments under the Settlement, including any employer's share of payroll taxes arising from the characterization of payments made under this Settlement as wages. All taxes (including any interest or penalties) arising with respect to income earned by the QSF, shall be paid from the QSF. All expenses and costs incurred in connection with the operation and implementation of the QSF shall be included in the Settlement Administration Costs.

7.4. Notice to Class Members

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel and Defense Counsel that the data has been received and shall report the total number of Class Members, total number of Class Period Workweeks and pay periods, total number of Aggrieved Employees, and total number of PAGA Pay Periods reflected in the data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after preliminary approval, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice, with Spanish translation if applicable, substantially in the form attached to this Agreement as Exhibit A. The Class Notice shall prominently set forth the estimated amount of each Class Member's Individual Class Payment, the estimated amount of any Individual PAGA Payment, the number of Class Period Workweeks attributed to that individual, the number of PAGA Pay Periods attributed to that individual, and the

procedures and deadlines for requesting exclusion, objecting, or disputing the calculations. Before mailing the Class Notice, the Administrator shall update mailing addresses using the National Change of Address database.

7.4.3. Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a skip trace and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate Class Members whose Class Notice is returned by the USPS a second time.

7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer, and in good faith. in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class

Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the

Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7. Objections to Settlement

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2. Participating Class Members may send written objections to the Administrator, by mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8. 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.

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain

and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails.

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to

challenge.

7.8.5. Administrator's Declaration. Before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. Notice. All notices, demands, or other communications between the Parties in connection with this Agreement shall be in writing and deemed received upon confirmed delivery by FedEx mail, or the day of confirmed transmission by electronic mail as follows:

To Plaintiff:
BIBIYAN LAW GROUP, P.C.
Vedang J. Patel (SBN 328647)
vedang@tomorrowlaw.com
Megan R. Lazar (SBN 315007)
megan@tomorrowlaw.com
1460 Westwood Boulevard,
Los Angeles, CA 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

To Defendant:
KAHANA & FELD LLP
Mimi Ahn
2603 Main Street, Suite 900
Irvine CA 92614
mahn@kahanafeld.com

9. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

Based on its records, Defendants estimates that, as of the date of this Settlement Agreement, (1) there are 311 Class Members and 14,794 Total Workweeks during the Class Period and (2) there are 181 Aggrieved Employees who worked 3,423 Pay Periods during the PAGA Period.

9.1. Increase in Workweeks. Defendants represent that there are no more than 14,794 Workweeks during the period from the beginning of the Class Period through April 23, 2026. If, after the Administrator's review of the Class Data, it is determined that the total number of Workweeks during the Class Period exceeds 16,273 (10% of 14,794), the Administrator shall notify the Parties within 7 days of receipt of the Class Data in writing of the verified Workweeks count. Within fourteen (14) calendar days after receipt of the Administrator's written notification, Defendants shall have the sole option, exercisable by written notice to Plaintiff and the Administrator to either: (1) increase the Gross Settlement Amount by the Workweeks value for each verified Workweeks in excess of 16,273; or (2) limit the Class Period to the date on which the cumulative number of Workweeks reaches 16,273, in which event the Gross Settlement Amount shall remain unchanged. The value of Workweeks shall be calculated by dividing the Gross Settlement Amount by 14,794 which equals approximately $30.42 per Workweek. ($450,000 / 14,794 Workweeks). Thus, for example, if the actual number of workweeks is determined to 17,000 workweeks, the Gross Settlement Amount would be increased by $22,115.34 (17,000 workweeks – 16,273 x $30.42). Defendants shall make its election regarding the above no later than 14 days after receiving notice from the Administrator regarding the workweek count. If Defendants do not timely make an election, Defendants shall be deemed to have elected option (2), and the Class Period shall end on the date the cumulative Workweeks reach 16,273.

10. **MOTION FOR FINAL APPROVAL**

Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel at least three (3) calendar days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administrator Expenses Payment and/or individual claims of plaintiff for alleged wrongful termination, shall not constitute a material modification to the Agreement within the meaning of this paragraph. For the avoidance of doubt, neither Party shall be obligated to accept any material modification or proposed by the other Party, and any such material modification shall require the Parties' mutual written consent, unless requested or otherwise ordered by the Court.

10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and

conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, 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. Participating Class Members who did not object to the Settlement as provided in this Agreement shall be deemed to have waived their right to appeal the Judgment. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT

If the Court requires any amended judgment or additional filing to effectuate the transmission of uncashed settlement checks to the California Controller's Unclaimed Property Fund consistent with this Agreement and applicable law, the Parties will work together in good faith to jointly submit a proposed amended judgment or other appropriate filing.

12. ADDITIONAL PROVISIONS

12.1. No Admission of Liability, Class Certification 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Actions have merit. The Parties agree that class certification and representative treatment are for purposes of this Settlement only. If, for any reason, the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class for any reason and reserve all available defenses to the claims in the Actions, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Actions 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).

12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's

communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.4. 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.

12.5. Attorney Authorization. Class Counsel and Defense Counsel separately represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted pursuant to this Agreement to effectuate its terms and to execute any documents reasonably required to do so, including amendments to this Agreement.

12.6. Cooperation. The Parties and their counsel will cooperate with each other and use reasonable 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.

12.7. 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.

12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants 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.

12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed or agreed to by all Parties or their authorized representatives, and approved by the Court. Plaintiff and Defendants expressly agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any amendments of this Agreement, amended Agreements, or amendments to the Agreement, on behalf of the Parties once fully executed, which includes, but is not limited to, authorization of the use of signatures previously provided by the Parties.

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

12.11. 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.

12.12. 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.

12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Actions and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants 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. Within ninety (90)

days after completion of settlement administration, Plaintiff, Class Counsel, and any vendors, consultants, experts, or agents acting on their behalf shall destroy (or, at Defendants' written request, return) all paper and electronic copies, extracts, summaries, and derivative versions of the Class Data.

12.15. 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.

12.16. 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.

12.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree, upon signing this Agreement, to extend the date to bring the case to trial pursuant to Code of Civil Procedure section 583.330 for the entire period of the settlement process.

12.19. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way affect any other provision if Defense Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

[**Signatures on following page**]

IT IS SO AGREED:

08/29/2026

Plaintiff, Markel Parks

For Defendants, Hacienda Heights Pizza, Inc., Monrovia Pizza Co., and Ernesto Alonzo Silva

AGREED AS TO FORM ONLY:

David D. Bibiyan 08/31/2026

David D. Bibiyan
Vedang J. Patel
Jason Rothman
Megan R. Lazar
Counsel for Plaintiff

Mimi Ahn
Madeline Ong
Counsel for Defendants, Hacienda Heights Pizza, Inc., Monrovia Pizza Co., and Ernesto Alonzo Silva

IT IS SO AGREED:

Ernesto Silva
Ernesto Silva (Aug 28, 2026 09:58:36 PDT)

Plaintiff, Markel Parks

For Defendants, Hacienda Heights Pizza, Inc., Monrovia Pizza Co., and Ernesto Alonzo Silva

AGREED AS TO FORM ONLY:

David D. Bibiyan
Vedang J. Patel
Jason Rothman
Megan R. Lazar
Counsel for Plaintiff

Mimi Ahn
Madeline Ong
Counsel for Defendants, Hacienda Heights Pizza, Inc., Monrovia Pizza Co., and Ernesto Alonzo Silva