PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Settlement Agreement") is made and entered into between Plaintiff Mario Webster ("Plaintiff") acting in his private attorneys general capacity, and Defendants California Spaghetti Restaurants, Inc. and OSF International, Inc. ("Defendants"). The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party." This Agreement is intended to resolve all disputes and extinguish those obligations described below.

1. DEFINITIONS.

1.1. "Action" collectively means: (1) *Mario Webster v. California Spaghetti Restaurants, Inc., et. al., Sacramento County Superior Court* PAGA Case No. 34-2023-00336879; PAGA letter date January 16, 2023, and complaint filed on March 24, 2023; and (2) *Mario Webster vs. California Spaghetti Restaurants, Inc., et al*. JAMS Ref. #: 5240001103, demand for arbitration submitted on October 31, 2023.

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 PAGA 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 Employees" means all individuals who are or previously were employed by Defendants in California and classified as a non-exempt employees who worked in the capacity of servers, hostesses, bartenders, food runners, and bussers, at any time at any time during the PAGA Period.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

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

1.8. "Court" means the Superior Court of California, County of Sacramento.

1.9. "Defendants" means California Spaghetti Restaurants, Inc. and OSF International, Inc.

1.10. "Defense Counsel" means Alden Parker, Christopher Alvarez, and Angela Fuentes of Fisher & Phillips LLP.

1.11. "Effective Date" means the date upon which the Court signs an Order approving the Settlement.

1.12. "Gross PAGA Settlement Amount" means the total sum of Four Hundred Thousand Dollars ($400,000), which is the maximum amount Defendants agree to pay under the Settlement, except as provided in paragraph 8 below. The Gross PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Service Award, and the Administration Expenses Payment. The Gross PAGA Settlement Amount shall be all-in with no reversion to Defendants and no claim forms required. The Gross PAGA Settlement Amount excludes the Individual Settlement separately paid to Plaintiff for a General Release of his claims, addressed further herein. As such, the Gross PAGA Settlement Amount does not include Plaintiff's individual settlement which is being separately funded by Defendants and memorialized in separate individual settlement agreement.

1.13. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Payment calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period compared to the total PAGA Pay Periods all Aggrieved Employees worked.

1.14. "Judgment" means the judgment entered by the Court based upon the Approval Order.

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

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

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

1.18. "PAGA Counsel" means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP ("BNBD"), and John Gomez and Chandler Roth of Gomez Law Firm ("GLF").

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

1.20. "PAGA Notice(s)" means Plaintiff's January 16, 2023 letter to the Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.21. "PAGA Payment" means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment, which after these deductions is the total amount of PAGA civil penalties to be paid from the Gross PAGA Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

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

1.23. "PAGA Period" means the period from January 16, 2022 through April 16, 2025.

1.24. "Plaintiff" means Mario Webster, the named plaintiff in the Action.

1.25. "Released PAGA Claims" means any and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notices submitted by Plaintiff to the LWDA, which occurred during the PAGA Period while employed in a non-exempt and front of house position, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, California class claims, and PAGA claims outside of the PAGA period. The Released PAGA Claims also expressly exclude Plaintiff's non-PAGA claims which are subject to a separate release, which will be set forth in a separate individual settlement agreement.

1.26. "Released Parties" means Defendants and each of their former and present officers, directors, members, partners, owners, shareholders, agents, servants, attorneys, insurers, employees, managing agents, consultants, independent contractors, assigns, predecessors, successors, investors, representatives, parent entities, subsidiary entities, and affiliated entities, individually and in their business capacities, and all persons acting by, through, under and/or in concert with any of them, and each of their respective heirs, successors, and assigns.

1.27. "Service Award" means the service payment made to Plaintiff in order to compensate him for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendants' expenses, and for the release of individual PAGA claims by Plaintiff.

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

2. RECITALS

2.1. On January 16, 2023, Plaintiff served a PAGA Notice upon Defendants and the LWDA regarding Defendants' alleged wage and hour violations, including failure to provide accurate itemized wage statements, failure to properly record and provide legally required meal and rest periods, failure to pay minimum wages, failure to pay overtime wages and sick pay wages, failure to reimburse employees for required expenses, failure to provide suitable seating, and failure to provide wages when due.

2.2. On March 24, 2023, Plaintiff filed a Representative Action Complaint, alleging one cause of action for civil penalties pursuant to Labor Code §§ 2699, *et seq*. (PAGA) for violations of Labor Code §§ 201, 202, 203, 204 *et seq*., 210, 218, 221, 226(a), 226.7, 227.3, 246, *et seq*., 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating),and the applicable Wage Order(s). Plaintiff's March 24, 2023 Representative Action Complaint is the operative complaint in the Action (the "Operative Complaint").

2.3. On October 10, 2023, the Court granted the Parties' "Joint Stipulation to Order Individual PAGA Claim to Arbitration and Stay Action."

2.4. On October 31, 2023, Plaintiff submitted his Demand for Arbitration to JAMS, alleging violations of the California Labor Code and California Business and Professions Code, as well as for individual PAGA violations, while the representative PAGA Action remained stayed in Court.

2.5. On April 15, 2025, the Parties participated in an all-day mediation presided over by Kevin Barnes, Esq., a respected private mediator of wage and hour representative and class actions. Following the mediation and additional post-mediation negotiations, each side, represented by its respective counsel, was able to agree to settle the Action based upon a mediator's proposal which was memorialized in the form of a Memorandum of Understanding.

2.6. Prior to the mediation, the Parties conducted significant investigation and informal discovery of the facts and law. Defendants produced documents relating to employee payroll spreadsheets, their policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies and more. The Parties agree that the above-described investigation and evaluation, as well as the information exchanged during the settlement negotiations, are sufficient to assess the merits of the Parties' positions and to compromise the issues on a fair and equitable basis.

2.7. As a result of the settlement, the Parties have agreed to fully and finally resolve the PAGA Released Claims alleged in the Action pursuant to this Settlement Agreement.

3. MONETARY TERMS.

3.1. <u>Gross PAGA Settlement Amount</u>. Except as provided in paragraph 8 below, Defendants promise to pay Four Hundred Thousand Dollars ($400,000), and no more as the Gross PAGA Settlement Amount. The Gross PAGA Settlement Amount includes the Individual PAGA Payments to the Aggrieved Employees, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Service Award and the Administration Expenses Payment. Defendants have no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. The Gross PAGA Settlement Amount shall be all-in and none of the Gross PAGA Settlement Amount will revert to Defendants. The Gross PAGA Settlement Amount excludes any individual settlement separately paid to Plaintiff for a General Release of his claims, addressed further herein.

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

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross PAGA Settlement Amount, which is currently estimated to be $133,333 and PAGA Counsel Litigation Expenses Payment in an amount as documented in PAGA Counsel's billing statement and not more than $35,000. The PAGA Counsel Fees Payment shall be allocated among PAGA Counsel as follows: 75% to BNBD, and 25% to GLF. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court does not approve or approves less than the amounts requested for the PAGA Counsel Fees Payment and/or the PAGA Counsel Litigation Expenses Payment, the Administrator will allocate the remainder to the PAGA Payment, and this will not affect approval of the settlement. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. PAGA Counsel may choose to appeal any reduction in the award of fees by the Court, but regardless of the appeal's outcome, the other Settlement terms will not be affected. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel 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 Payment and the PAGA Counsel Litigation Expenses Payment and hold Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administration Expenses Payment not to exceed $10,395 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 $10,395 the Administrator will retain the remainder in the PAGA Payment.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Payment in the amount of not less than $206,272to be paid from the Gross PAGA Settlement Amount, with 75% (no less than $154,704) allocated to the LWDA PAGA Payment and 25% (no less than $51,568) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Payment 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. If the Court approves the PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the PAGA Payment. Because the Individual PAGA Payments are payments in compromise and settlement of a claim for alleged civil penalties, the Individual PAGA Payments will be treated as non-wage income with no tax withholdings to be made, and the Administrator will report, if required by applicable tax laws, the Individual PAGA Payments on IRS Forms 1099 to the respective Aggrieved Employees and applicable governmental authorities.

3.2.4 To Plaintiff: Plaintiff shall request from the Court a Service Award payment in the amount of $15,000. This amount shall be paid exclusively from the Gross PAGA Settlement Amount. Defendants shall not oppose Plaintiff's requests for Service Award in this amount. In the event the Service Award is approved for less than $15,000, the unawarded difference will be added to the PAGA Payment and not to Plaintiff, PAGA Counsel, or Defendants. These payments will be reported on IRS Form 1099 issued to Plaintiff by the Settlement Administrator. Notwithstanding any other term of this Settlement Agreement, any reduction by the Court of the Service Award shall not be sufficient grounds to void the Settlement Agreement. As stated herein, the Plaintiff's service award in this Settlement Agreement shall not release Plaintiff's individual non-PAGA claims, which are being separately settled through a separate individual confidential settlement agreement and funded outside of the Gross PAGA Settlement Amount.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Defendants have represented that the Aggrieved Employees consist of approximately 1,272 employees who collectively worked 58,131 PAGA Pay Periods during the PAGA Period.

4.2. Aggrieved Employee Data. Within fourteen (14) days after the Effective Date, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' 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. Defendants have a continuing duty to immediately notify 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. 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 PAGA Settlement Amount. Defendants shall fully fund the Gross PAGA 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 PAGA Settlement Amount. Within fourteen (14) days after Defendants fund the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the void date, which is one hundred eighty (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 seven (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 a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient") The Parties propose Legal Aid at Work as the Cy Pres Recipient. The Parties, PAGA Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants 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 Defendants fully fund the entire Gross PAGA Settlement Amount, Plaintiff, the State of California, Aggrieved Employees, and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Release by Plaintiff, the State of California, and Aggrieved Employees. Plaintiff, the State of California, and all Aggrieved Employees are deemed to have fully, finally, and forever released the Released Parties from all Released PAGA Claims.

5.2 Separate Individual Claims. Pursuant to a separate confidential settlement agreement, in addition to the Gross PAGA Settlement Amount, Defendants have agreed to separately pay Plaintiff an individual settlement in the sum of twenty thousand dollars ($20,000.00) to resolve all of his individual non-PAGA claims. The individual settlement is made in exchange for a general release of all of Plaintiff's individual non-PAGA claims arising out of his respective employment with Defendants, including a waiver of any unknown claims pursuant to California Civil Code § 1542, which will be detailed in a separate confidential settlement agreement.

5.3 Release by PAGA Counsel. PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Counsel Fees incurred in connection with the Operative Complaint and PAGA Notice, 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 an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (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's 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 (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously drafting, finalizing, and filing the application or motion for approval of this Settlement no later than sixty (60) 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, and Defense Counsel shall assist or not oppose, as appropriate. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. Any dispute between the parties as to the terms of the Settlement shall be presented to the mediator for resolution.

7. SETTLEMENT ADMINISTRATION.

7.1. 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.

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

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

7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE. Based on its records, Defendants estimated that there are approximately 58,131 PAGA Pay Periods worked by the Aggrieved Employees during the PAGA Period. In the event the total number of PAGA Pay Periods exceed this number by more than ten percent (10%) (i.e., more than 63,945 PAGA Pay Periods), Defendants may elect to: a) purchase the additional PAGA Pay Periods on a pro rata basis, meaning that for each percentage increase over 10%, the Gross PAGA Gross Settlement Amount shall be increased by that percentage over 10% (i.e., if the PAGA Pay Periods are 12% greater than 58,131, then the Gross PAGA Settlement Amount shall be increased by 2%), or b) cut off the PAGA Period as of the date the 10% cushion is exhausted. Defendants shall notify PAGA Counsel of its election prior to the filing of Plaintiff's Motion for Approval of the PAGA Settlement.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to C.C.P. Section 664.6 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.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the PAGA Payment.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Action Treatment or 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, nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative action treatment is for purposes of this Settlement only. As such, Defendants deny any liability or wrongdoing of any kind and further denies that, for any purpose other than settling the Lawsuit, this action is appropriate for representative treatment. Defendants maintain, among other things, that it has complied with California law in all aspects. If, for any reason, the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' 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 or legal or regulatory matter (except for proceedings to enforce or effectuate this Settlement and Agreement).

10.2 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.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, 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.

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator, Kevin Barnes, Esq., for resolution.

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

10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, 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.

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

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

10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

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

10.11 Confidentiality. Other than information necessary to secure Court approval of this settlement, the Parties agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. If asked about the disputes between the Parties, the Parties shall provide no other statement than “the matter has been resolved” or “the matter has settled.” The Parties may, however, discuss the terms of this Settlement with their spouses, attorneys, financial advisors, tax advisors, and accountants, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement shall be informed that the terms of this Settlement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement. Neither Plaintiff nor PAGA Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or social media, respond to any press inquiries, or otherwise publicize the settlement or communicate its terms in public or in private.

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with discovery, the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff and PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data and PAGA Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14 Calendar Days. Unless otherwise noted, all 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.

10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:	Norman Blumenthal norm@bamlawca.com Kyle R. Nordrehaug kyle@bamlawca.com Blumenthal Nordrehaug Bhowmik De Blouw LLP 2255 Calle Clara La Jolla, California 92037 Telephone: (858) 551-1223
To Defendants:	Alden J. Parker, Esq. aparker@fisherphillips.com Christopher S. Alvarez calvarez@fisherphillips.com Angela G. Fuentes afuentes@fisherphillips.com Fisher & Phillips LLP 621 Capitol Mall, Suite 2400 Sacramento, California 95814

Telephone: (916) 210-0400

10.16 Execution in Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, 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. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement.

10.18 No Other Pending Claims. Plaintiff represents that he does not have any other pending claims, complaints, charges, or lawsuits of any kind whatsoever with any court, governmental agency, or other regulatory body with respect to any matter arising out of their employment with Defendants or otherwise related to Defendants.

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. The Parties further agree that upon the signing of this Agreement that the time within which to bring this action to trial under Code of Civil Procedure Section 583.310 shall be extended for a period of not less than one (1) year starting from the date of the signing of this agreement by all parties until the entry of the order approving this Settlement or, if not entered, the date this agreement shall no longer be of any force or effect.

11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: __________ ________________________________
Plaintiff Mario Webster

Dated: __________ ________________________________
________________________[name]
Defendant California Spaghetti Restaurants, Inc.

Dated: __________ ________________________________
________________________[name]
Defendant OSF International, Inc.

Dated: __________ ________________________________
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: __________ ______________________________

Alden J. Parker, Esq.
Christopher S. Alvarez
Fisher & Phillips LLP
Attorneys for Defendants