

AMENDMENT TO CLASS ACTION AND PAGA ACTION SETTLEMENT AGREEMENT

This Amendment (“Amendment”) to the CLASS ACTION AND PAGA ACTION Settlement Agreement (“Settlement Agreement”) is made and entered into by Plaintiffs Nancy Cruz and Janco Barboza (“Plaintiffs”) and defendant Los Compadres Restaurant, INC (“Defendant”) pursuant to Paragraph 13.9 of the Settlement Agreement, which provides that: “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.”

This Amendment incorporates by reference all terms and conditions of the Settlement Agreement. But for those specific terms and conditions that this Amendment modifies, all Settlement terms and conditions will remain effective and enforceable. Any inconsistencies or differences between this Amendment and the Settlement will be interpreted and construed in favor of this Amendment.

1. Paragraph 6.1 is amended by deleting “Second Amended Complaint” and it will read as follows:

Plaintiffs and their 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 that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiffs’ PAGA Notice, or ascertained during the Action and released under 6.2, below. (“Plaintiffs’ Release.”) Plaintiffs’ 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. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiffs’ Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs’ discovery of them.

2. Paragraph 1.9 is amended by deleting “a California employee who was classified as exempt during the Class Period and whose base salary alone did not meet the salary threshold for an exemption.” The paragraph 1.9 will read as follows: “Class

Member” or “Settlement Class Member” means a California employee who was classified as non-exempt during the Class Period. Class Member includes a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

IT IS SO STIPULATED

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date below their signatures or the signature of their representatives. The date of the Amendment shall be the date of the latest signature.

Date: 04/07/2025

/s/ Farrah Mirabel

Farrah Mirabel, Attorney for Plaintiffs

Date: 04/07/2025

/s/ Amir Seyedfarshi

Amir Seyedfarshi, Attorney for Plaintiffs

Date: 03/28/25

Lisa A. Jordan

GORDON REES SCULLY MANSUKHANI
Attorneys for Defendant