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Jill Vecchi, Esq. (299333)
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jvecchi@maralawfirm.com

Attorneys for JULIANNE CRUZ, on behalf of herself, all others similarly situated, and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

JULIANNE CRUZ on behalf of herself, all others similarly situated, and on behalf of the general public, Plaintiffs, v. PMAB-8, LLC dba PAUL MARTIN'S AMERICAN GRILL; and DOES 1-100, Defendants.	Case No. 30-2023-01318976-CU-OE-CXC [*Assigned for All Purposes to the Honorable Melissa R. McCormick; Dept. CX104*] **DECLARATION OF JILL VECCHI, ESQ., IN SUPPORT OF SUPPLEMENTAL BRIEF IN SUPPORT OF PLAINTIFF JULIANNE CRUZ'S MOTION FOR APPROVAL OF PAGA SETTLEMENT** Date: November 19, 2026 Time: 2:00 p.m. Reservation No.: 74848238 Complaint Filed: April 13, 2023 FAC Filed: September 28, 2023 Trial Date: None Set

I, JILL VECCHI, declare as follows:

1. I am a partner at Mara Law Firm, PC, and counsel of record for Plaintiff in this matter. I am duly admitted to practice before all the courts of the state of California. The following facts are within my personal knowledge and, if called to testify, I could and would competently testify thereto.
2. I have reviewed the Court's Minute Order on Plaintiff's Motion for Approval of PAGA Settlement dated July 16, 2026.
3. Based on the Court's Minute Order, the Parties entered into the Addendum to the Joint Stipulation and Settlement Agreement ("Addendum") that is attached hereto as **Exhibit 1**.
4. A redlined version showing the changes that were made to is attached hereto **Exhibit 2**.
5. Simpluris, the settlement administrator agreed upon by the Parties, translated the revised Notice of PAGA Settlement into the Spanish language. The certificate certifying these translations is attached hereto as **Exhibit 3**.
6. A clean version showing the changes made to the Notice of PAGA Settlement is attached hereto as **Exhibit 4**. A redline version is attached hereto as **Exhibit 5**. The Spanish translation is attached hereto as **Exhibit 6**.
7. The Parties have revised the Proposed Order Granting Plaintiff Julianne Cruz's Motion for Approval of PAGA Settlement. A redlined version showing the changes that were made is attached hereto as **Exhibit 7**.
8. The supplemental brief and supporting documents, including the Addendum, were uploaded to the Labor Workforce Development Agency. Attached hereto as **Exhibit 8** is a confirmation received as a result of this upload.

I hereby declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct.

Dated: November 5, 2026

MARA LAW FIRM, PC



Jill Vecchi, Esq.
Representing Plaintiff JULIANNE CRUZ

Exhibit 1

Docusign Envelope ID: 21547DE5-D511-8D9A-81DA-899625F74CB4

ADDENDUM TO JOINT STIPULATION AND SETTLEMENT AGREEMENT

Subject to approval by the Court, this Addendum to the Parties' Joint Stipulation and Settlement Agreement is between Plaintiff Julianne Cruz ("Plaintiff") on behalf of herself, all others similarly situated, and on behalf of the general public and Defendant PMAB-8, LLC dba Paul Martin's American Grill ("PMAB-8" or "Defendant") (collectively referred to as the "Parties").

I. AMENDMENT TO SETTLEMENT AGREEMENT

A. Section I, Paragraph Y entitled "Administration Costs" shall be amended to read as follows:

Administration Costs: The costs incurred by the Settlement Administrator to administer this Settlement, which shall not exceed $10,000. All Administration Costs shall be paid from the Gross Settlement Amount. Any amount not awarded by the Court will become part of the Net Settlement Amount for distribution to Aggrieved Employees.

B. Section I, Paragraph Y entitled "Released Claims" shall be amended to read as follows:

Released Claims: Each PAGA Aggrieved Employee shall fully release and discharge Defendant and the Released Parties from any and all claims, obligations, demands, rights, causes of action, and liabilities for civil penalties under the PAGA that have been asserted in: (a) Plaintiff's PAGA Letter to the LWDA; (b) the Action; and (c) any amendments to the foregoing (collectively, "Released Claims"). Released Claims include all such claims arising during the PAGA Period.

C. Section III, Paragraph A(1) entitled "Escalator Provision" shall be amended to read as follows:

Escalator Provision: It was estimated for purposes of mediation that Aggrieved Employees worked approximately 33,889 pay periods between the start of the PAGA Period and the mediation. As such, this settlement is estimated to encompass approximately 33,889 pay periods. To the extent that the total number of pay periods increases by more than ten percent (10%) of this estimate, Defendant shall increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of pay periods above 10% (for example, if the pay periods increase by 11%, the Gross Settlement Amount will increase by 1%).

II. AMENDMENT TO NOTICE OF PAGA SETTLEMENT (EXHIBIT A)

Docusign Envelope ID: 21547DE5-D511-8D9A-81DA-899625F74CB4

Exhibit A to the Joint Stipulation and Settlement Agreement shall be replaced with the version attached as Exhibit A hereto.

III. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: 11/4/2026

JULIANNE CRUZ

DocuSigned by:

0347C634E7AF4D5...

Plaintiff

Dated: November 3, 2026

PMAB-8 DBA PAUL MARTIN'S AMERICAN GRILL

Signed by:

Michael Ulizio

BE40DABD30D542D...

Defendant

Name: Michael Ulizio

Title: CEO

Dated: 11/3/2026

MARA LAW FIRM, PC

Signed by:

DAVID MARA

4579A5166C1044F...

David Mara, Esq.

Jill Vecchi, Esq.

Attorneys for Plaintiff

Dated: November 3, 2026

MORGAN, LEWIS & BOCKIUS LLP

Signed by:

Anahi Cruz

5576BA014EF2486...

Jacqueline Cookerly Aguilera, Esq.

Anahi Cruz, Esq.

Attorneys for Defendant

Exhibit A

CALIFORNIA SUPERIOR COURT, COUNTY OF ORANGE
Julianne Cruz v. PMAB-8, LLC dba Paul Martin's American Grill
Case No. 30-2023-01318976-CU-OE-CXC

NOTICE OF PAGA SETTLEMENT

This is not a solicitation. This is not a lawsuit against you and you are not being sued.

The California Superior Court, County of Orange has granted approval of a settlement in the above-captioned action. Because your rights are affected by this Settlement, it is important that you read this Notice of Settlement ("Notice") carefully. The purpose of this Notice is to provide a brief description of the claims alleged in the action and the key terms of the settlement.

Based on the Company's records, your Individual PAGA Payment is $_____. This is based on the Company's records showing that you worked _____ pay periods during the PAGA Period of February 3, 2022, through March 2, 2026.

1. Why Have I Received This Notice?

PMAB-8, LLC dba Paul Martin's American Grill's (hereinafter referred to as "Defendant") records indicate that you worked as a non-exempt, hourly employee for Defendant in California at some time between February 3, 2022, through March 2, 2026.

A settlement hearing was held on November 19, 2026, in the California Superior Court, County of Orange. The Court granted approval of the settlement. You are receiving this Notice to provide you with a brief description of the settlement and explain why you have received a settlement check.

2. What Is This Case About?

The action entitled *Julianne Cruz v. PMAB-8, LLC dba Paul Martin's American Grill*, was commenced by Plaintiff Julianne Cruz ("Plaintiff") in the Orange County Superior Court (Case Number 30-2023-01318976-CU-OE-CXC). On February 3, 2023, Plaintiff provided notice to the California Labor and Workforce Development Agency ("LWDA") of the Private Attorneys General Act of 2004 ("PAGA") violations she alleged against Defendant. The PAGA allows employees to bring claims on behalf of themselves, other employees, and the State. It enables an employee to act as a "private attorney general" to recover civil penalties for alleged violations of the California Labor Code.

On April 13, 2023, Plaintiff filed a complaint in the Orange County Superior Court against Defendant. On September 28, 2023, Plaintiff filed a First Amended Complaint that alleged causes of action on behalf of Plaintiff and those similarly situated aggrieved employees under the PAGA for Defendant's alleged failure to pay all straight time wages, failure to pay all overtime wages, failure to provide lawful meal periods, failure to provide lawful rest periods, failure to adopt a compliant sick pay/paid time off policy, failure to provide compliant wage statements, and failure to pay all wages due at termination.

The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

Defendant denies that it did anything wrong or that it violated the law and further denies any liability whatsoever.

3. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiff Julianne Cruz	Attorneys for Defendant PMAB-8
MARA LAW FIRM, PC David Mara dmara@maralawfirm.com Jill Vecchi jvecchi@maralawfirm.com 3160 Camino Del Rio South, Suite 207 San Diego, CA 92108 Telephone: (619) 234-2833	**MORGAN, LEWIS & BROCKIUS LLP** Kathryn T. McGuigan Anahi Cruz 300 South Grand Avenue Twenty-Second Floor Los Angeles, CA 90071 Telephone: (213) 612-2500d

4. How Does This Settlement Affect My Rights? What are the Released Claims?

All non-exempt, hourly employees who worked for Defendant in California at any time from February 3, 2022, through March 2, 2026 (referred to in this notice as "Aggrieved Employees") release the Released Parties from the Released Claims, as defined below.

Released Parties: Defendant including its past, present, and future divisions, parents, subsidiaries, predecessors, successors, shareholders, owners, officers, directors, and employees.

Released Claims: Each PAGA Aggrieved Employee shall fully release and discharge Defendant and the Released Parties from any and all claims, obligations, demands, rights, causes of action, and liabilities for civil penalties under the PAGA that have been asserted in: (a) Plaintiff's PAGA Letter to the LWDA; (b) the Action; and (c) any amendments to the foregoing (collectively, "Released Claims"). Released Claims include all such claims arising during the PAGA Period.

The claims alleged against Defendant in the lawsuit and PAGA notice are failure to pay all straight time wages, failure to pay all overtime wages, failure to provide lawful meal periods, failure to provide lawful rest periods, failure to adopt a compliant sick pay/paid time off policy, failure to provide compliant wage statements, and failure to pay all wages due at termination. The PAGA Period is February 3, 2022, through March 2, 2026. The Effective Date of the settlement is the date the Court grants approval of the settlement.

5. How Much Can I Expect to Receive From This Settlement?

The total maximum amount that Defendant is required to pay under the settlement is $700,000 ("Gross Settlement Amount" or "GSA"). The "Net Settlement Amount" or "NSA" means the portion of the Gross Settlement Amount after the deduction of (1) the PAGA Representative Enhancement Payment to Plaintiff in an amount of $10,000, for prosecution of the Action; (2) the Settlement Administration Costs to the Settlement Administrator in the amount of $7,661; and (3) payment to Plaintiff's Counsel in the amount of $233,333 (one-third of the Gross Settlement Amount) for attorneys' fees and an amount of $13,164.35 for litigation costs. All of these payments were approved by the Court.

After deducting the above-referenced items, the remaining Net Settlement Amount, will be divided 75% to the LWDA, pursuant to California Labor Code § 2699, subdivision (i), for enforcement of labor laws, including the administration of this part, and for education of employers and employees about their rights and responsibilities

under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes; and 25% to the Aggrieved Employees. Therefore, the LWDA will receive $326,881.24 and $108,960.41 is left for distribution to Aggrieved Employees.

Each Aggrieved Employee will receive a proportionate share of the NSA that is equal to (i) the number of pay periods he or she worked for Defendant in California during the PAGA Period based on the data provided by Defendant, divided by (ii) the total number of pay periods worked by all Aggrieved Employees based on the same data, which is then multiplied by the NSA. One day worked in a given pay period will be credited as a pay period for purposes of this calculation. Therefore, the value of each Aggrieved Employee's Individual Settlement Share ties directly to the amount of pay periods that he or she worked.

The check included with this notice represents your settlement share based on this formula. For purposes of computing taxes, one-hundred percent (100%) of the amount of money you received is considered to be a civil penalty and has not been subjected to tax withholding.

It is strongly recommended that upon receipt of your Individual Settlement Share check, you immediately cash it or cash it before the **180-day** void date shown on each check. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than 180 days after issuance will be transmitted to California State Controller's Office Unclaimed Property Fund in the name of the Aggrieved Employee. **You will not be retaliated against for cashing the settlement check included with this notice.**

You cannot opt out of the settlement. Even if you do not cash your settlement check, you will still be bound by the release outlined in this notice.

6. How Can I Obtain Additional Information or Court Documents?

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Plaintiff's Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the PMAB-8 settlement. In addition, you can visit the case website at www.INSERT.com.

PLEASE DO NOT CALL THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

Exhibit 2

ADDENDUM TO JOINT STIPULATION AND SETTLEMENT AGREEMENT

Subject to approval by the Court, this Addendum to the Parties' Joint Stipulation and Settlement Agreement is between Plaintiff Julianne Cruz ("Plaintiff") on behalf of herself, all others similarly situated, and on behalf of the general public and Defendant PMAB-8, LLC dba Paul Martin's American Grill ("PMAB-8" or "Defendant") (collectively referred to as the "Parties").

I. AMENDMENT TO SETTLEMENT AGREEMENT

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B. Section I, Paragraph Y entitled "Released Claims" shall be amended to read as follows:

Released Claims: Each PAGA Aggrieved Employee shall fully release and discharge Defendant and the Released Parties from any and all claims, obligations, demands, rights, causes of action, and liabilities for civil penalties under the PAGA that have been asserted in: (a) Plaintiff's PAGA Letter to the LWDA; (b) the Action; and (c) any amendments to the foregoing (collectively, "Released Claims"). Released Claims include all such claims arising during the PAGA Period.

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Escalator Provision: It was estimated for purposes of mediation that Aggrieved Employees worked approximately 33,889 pay periods between the start of the PAGA Period and the mediation. As such, this settlement is estimated to encompass approximately 33,889 pay periods. To the extent that the total number of pay periods increases by more than ten percent (10%) of this estimate, Defendant shall increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of pay periods above 10% (for example, if the pay periods increase by 11%, the Gross Settlement Amount will increase by 1%).

II. AMENDMENT TO NOTICE OF PAGA SETTLEMENT (EXHIBIT A)

Deleted: or needed by the Settlement Administrator

Deleted: any and all

Deleted: , or reasonably could have been asserted based on, the facts, claims, and/or allegations contained and/or plead in

Deleted: PAGA

Deleted: Released PAGA Claims include any and all claims or alleged violations arising under the following provisions of the California Labor Code:§§ 201, 202, 203, 204, 205.5, 218, 218.5, 221, 222, 223, 226 (including § 226(a)), 226.7, 246, 248.5, 510, 512 (including § 512(a)), 558, 1174, 1194, 1197, 1197.1, 2800–2802, and 2698 et seq. (including §§ 2699(a), (c), (f), (g), (i), and 2699.3 (including § 2699.3(a))). Released PAGA Claims also include any claims or alleged violations arising under the California Code of Regulations, Title 8, § 11010 et seq., and the Industrial Welfare Commission (IWC) Wage Orders, including but not limited to Wage Order 4-2001, Wage Order 14-2001, and any other applicable IWC Wage Orders.

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Deleted: have the option to either (a)

Deleted: or (b) shorten the release period to a date before which the pay period threshold is exceeded

Exhibit A to the Joint Stipulation and Settlement Agreement shall be replaced with the version attached as Exhibit A hereto.

III. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: _____ **JULIANNE CRUZ**

_____
Plaintiff

Dated: _____ **PMAB-8 DBA PAUL MARTIN'S AMERICAN GRILL**

_____
Defendant
Name:
Title:

Dated: _____ **MARA LAW FIRM, PC**

_____
David Mara, Esq.
Jill Vecchi, Esq.
Attorneys for Plaintiff

Dated: _____ **MORGAN, LEWIS & BOCKIUS LLP**

_____
Jacqueline Cookerly Aguilera, Esq.
Anahi Cruz, Esq.
Attorneys for Defendant

Exhibit 3

AML-Global
AMERICAN LANGUAGE SERVICES
Making the World Smaller

CERTIFICATION OF TRANSLATION
AFFIDAVIT FOR TRANSLATION OF SAID DOCUMENT

American Language Services, a company specializing in the translation of documents, certifies the following:

- American Language Services has retained a professional translator for the attached English into Spanish document. The document is referred to as:

"PMAB-8"

- I affirm that such translation has been prepared by a duly qualified translator, who has confirmed that such translation is, to the best of their knowledge and belief, a true and accurate translation in Spanish of the corresponding English document.

- I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Notwithstanding the foregoing affirmations, no liability is assumed for errors and omissions in the translation of the attached document.

- Executed on this 5th day of November , 2026 , at Los Angeles, California.

OLGA PORTILLO
AMERICAN LANGUAGE SERVICES

ata MEMBER
American Translators Association

Member # 244894

1849 SAWTELLE BLVD. SUITE 600 LOS ANGELES, CALIFORNIA 90025
TEL (310) 829-0741 FAX (310) 829-3222
translation@alsglobal.net
www.alsglobal.net

CALIFORNIA JURAT **GOVERNMENT CODE § 8202**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of LOS ANGELES

Subscribed and sworn to (or affirmed) before me on

this 5th day of November, 20 26, by

Date *Month* *Year*

(1) OLGA PORTILLO

(and (2) _____),

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

REUBEN TRUJEQUE
Notary Public - California
Los Angeles County
Commission # 2539605
My Comm. Expires Nov 22, 2029

Signature _____

Place Notary Seal and/or Stamp Above *Signature of Notary Public*

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: "PMAB-8"

Document Date: See attached Number of Pages: 3

Signer(s) Other Than Named Above: _____

©2019 National Notary Association

Exhibit 4

CALIFORNIA SUPERIOR COURT, COUNTY OF ORANGE
Julianne Cruz v. PMAB-8, LLC dba Paul Martin's American Grill
Case No. 30-2023-01318976-CU-OE-CXC

NOTICE OF PAGA SETTLEMENT

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The California Superior Court, County of Orange has granted approval of a settlement in the above-captioned action. Because your rights are affected by this Settlement, it is important that you read this Notice of Settlement ("Notice") carefully. The purpose of this Notice is to provide a brief description of the claims alleged in the action and the key terms of the settlement.

Based on the Company's records, your Individual PAGA Payment is $_____. This is based on the Company's records showing that you worked _____ pay periods during the PAGA Period of February 3, 2022, through March 2, 2026.

1. Why Have I Received This Notice?

PMAB-8, LLC dba Paul Martin's American Grill's (hereinafter referred to as "Defendant") records indicate that you worked as a non-exempt, hourly employee for Defendant in California at some time between February 3, 2022, through March 2, 2026.

A settlement hearing was held on November 19, 2026, in the California Superior Court, County of Orange. The Court granted approval of the settlement. You are receiving this Notice to provide you with a brief description of the settlement and explain why you have received a settlement check.

2. What Is This Case About?

The action entitled *Julianne Cruz v. PMAB-8, LLC dba Paul Martin's American Grill*, was commenced by Plaintiff Julianne Cruz ("Plaintiff") in the Orange County Superior Court (Case Number 30-2023-01318976-CU-OE-CXC). On February 3, 2023, Plaintiff provided notice to the California Labor and Workforce Development Agency ("LWDA") of the Private Attorneys General Act of 2004 ("PAGA") violations she alleged against Defendant. The PAGA allows employees to bring claims on behalf of themselves, other employees, and the State. It enables an employee to act as a "private attorney general" to recover civil penalties for alleged violations of the California Labor Code.

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The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

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3. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiff Julianne Cruz	Attorneys for Defendant PMAB-8
MARA LAW FIRM, PC David Mara dmara@maralawfirm.com Jill Vecchi jvecchi@maralawfirm.com 3160 Camino Del Rio South, Suite 207 San Diego, CA 92108 Telephone: (619) 234-2833	**MORGAN, LEWIS & BROCKIUS LLP** Kathryn T. McGuigan Anahi Cruz 300 South Grand Avenue Twenty-Second Floor Los Angeles, CA 90071 Telephone: (213) 612-2500d

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The check included with this notice represents your settlement share based on this formula. For purposes of computing taxes, one-hundred percent (100%) of the amount of money you received is considered to be a civil penalty and has not been subjected to tax withholding.

It is strongly recommended that upon receipt of your Individual Settlement Share check, you immediately cash it or cash it before the **180-day** void date shown on each check. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than 180 days after issuance will be transmitted to California State Controller's Office Unclaimed Property Fund in the name of the Aggrieved Employee. **You will not be retaliated against for cashing the settlement check included with this notice.**

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6. How Can I Obtain Additional Information or Court Documents?

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Plaintiff's Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the PMAB-8 settlement. In addition, you can visit the case website at www.INSERT.com.

PLEASE DO NOT CALL THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

Exhibit 5

CALIFORNIA SUPERIOR COURT, COUNTY OF ORANGE
Julianne Cruz v. PMAB-8, LLC dba Paul Martin's American Grill
Case No. 30-2023-01318976-CU-OE-CXC

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Deleted: ¶ ... [1]

Deleted: July 16, 2026

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Questions? Call the Settlement Administrator toll free at [phone number]

Defendant denies that it did anything wrong or that it violated the law and further denies any liability whatsoever.

3. *Who Are the Attorneys Representing the Parties?*

Attorneys for Plaintiff Julianne Cruz	Attorneys for Defendant PMAB-8
MARA LAW FIRM, PC David Mara dmara@maralawfirm.com Jill Vecchi jvecchi@maralawfirm.com 3160 Camino Del Rio South, Suite 207 San Diego, CA 92108 Telephone: (619) 234-2833	**MORGAN, LEWIS & BROCKIUS LLP** Kathryn T. McGuigan Anahi Cruz 300 South Grand Avenue Twenty-Second Floor Los Angeles, CA 90071 Telephone: (213) 612-2500d

4. *How Does This Settlement Affect My Rights? What are the Released Claims?*

All non-exempt, hourly employees who worked for Defendant in California at any time from February 3, 2022, through March 2, 2026 (referred to in this notice as "Aggrieved Employees") release the Released Parties from the Released Claims, as defined below.

Released Parties: Defendant including its past, present, and future divisions, parents, subsidiaries, predecessors, successors, shareholders, owners, officers, directors, and employees.

Released Claims: Each PAGA Aggrieved Employee shall fully release and discharge Defendant and the Released Parties from any and all claims, obligations, demands, rights, causes of action, and liabilities for civil penalties under the PAGA that have been asserted in: (a) Plaintiff's PAGA Letter to the LWDA; (b) the Action; and (c) any amendments to the foregoing (collectively, "Released Claims"). Released Claims include all such claims arising during the PAGA Period.

The claims alleged against Defendant in the lawsuit and PAGA notice are failure to pay all straight time wages, failure to pay all overtime wages, failure to provide lawful meal periods, failure to provide lawful rest periods, failure to adopt a compliant sick pay/paid time off policy, failure to provide compliant wage statements, and failure to pay all wages due at termination. The PAGA Period is February 3, 2022, through March 2, 2026. The Effective Date of the settlement is the date the Court grants approval of the settlement.

5. *How Much Can I Expect to Receive From This Settlement?*

The total maximum amount that Defendant is required to pay under the settlement is $700,000 ("Gross Settlement Amount" or "GSA"). The "Net Settlement Amount" or "NSA" means the portion of the Gross Settlement Amount after the deduction of (1) the PAGA Representative Enhancement Payment to Plaintiff in an amount of $10,000, for prosecution of the Action; (2) the Settlement Administration Costs to the Settlement Administrator in the amount of $7,661; and (3) payment to Plaintiff's Counsel in the amount of $233,333 (one-third of the Gross Settlement Amount) for attorneys' fees and an amount of $13,164.35 for litigation costs. All of these payments were approved by the Court.

After deducting the above-referenced items, the remaining Net Settlement Amount, will be divided 75% to the LWDA, pursuant to California Labor Code § 2699, subdivision (i), for enforcement of labor laws, including the administration of this part, and for education of employers and employees about their rights and responsibilities

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Deleted: Released PAGA Claims include any and all claims or alleged violations arising under the following provisions of the California Labor Code:§§ 201, 202, 203, 204, 205.5, 218, 218.5, 221, 222, 223, 226 (including § 226(a)), 226.7, 246, 248.5, 510, 512 (including § 512(a)), 558, 1174, 1194, 1197, 1197.1, 2800–2802, and 2698 et seq. (including §§ 2699(a), (c), (f), (g), (i), and 2699.3 (including § 2699.3(a))). Released PAGA Claims also include any claims or alleged violations arising under the California Code of Regulations, Title 8, § 11010 et seq., and the Industrial Welfare Commission (IWC) Wage Orders, including but not limited to Wage Order 4-2001, Wage Order 14-2001, and any other applicable IWC Wage Orders.

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under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes; and 25% to the Aggrieved Employees. Therefore, the LWDA will receive $326,881.24 and $108,960.41 is left for distribution to Aggrieved Employees.

Each Aggrieved Employee will receive a proportionate share of the NSA that is equal to (i) the number of pay periods he or she worked for Defendant in California during the PAGA Period based on the data provided by Defendant, divided by (ii) the total number of pay periods worked by all Aggrieved Employees based on the same data, which is then multiplied by the NSA. One day worked in a given pay period will be credited as a pay period for purposes of this calculation. Therefore, the value of each Aggrieved Employee's Individual Settlement Share ties directly to the amount of pay periods that he or she worked.

The check included with this notice represents your settlement share based on this formula. For purposes of computing taxes, one-hundred percent (100%) of the amount of money you received is considered to be a civil penalty and has not been subjected to tax withholding.

It is strongly recommended that upon receipt of your Individual Settlement Share check, you immediately cash it or cash it before the **180-day** void date shown on each check. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than 180 days after issuance will be transmitted to California State Controller's Office Unclaimed Property Fund in the name of the Aggrieved Employee. **You will not be retaliated against for cashing the settlement check included with this notice.**

You cannot opt out of the settlement. Even if you do not cash your settlement check, you will still be bound by the release outlined in this notice.

6. How Can I Obtain Additional Information or Court Documents?

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Plaintiff's Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the PMAB-8 settlement. In addition, you can visit the case website at www.INSERT.com.

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PLEASE DO NOT CALL THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

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Exhibit 6

CORTE SUPERIOR DE CALIFORNIA, CONDADO DE ORANGE
Julianne Cruz v. PMAB-8, LLC que opera comercialmente como Paul Martin's American Grill
Caso No. 30-2023-01318976-CU-OE-CXC

NOTIFICACIÓN DE ACUERDO EN VIRTUD DE LA PAGA

No es una solicitud. Este no es un juicio en su contra y no lo están demandando.

La Corte Superior de California, Condado de Orange, ha otorgado la homologación de un acuerdo en la acción arriba mencionada. Debido a que sus derechos se ven afectados por este Acuerdo, es importante que lea atentamente esta Notificación de Acuerdo ("Notificación"). El propósito de esta Notificación es proporcionar una breve descripción de los reclamos alegados en la acción y los términos clave del Acuerdo.

Según los registros de la Compañía, su Pago Individual en virtud de la PAGA es de $_____. Esto se basa en los registros de la Compañía que muestran que usted trabajó _____ períodos de pago durante el Período de la PAGA comprendido entre el 3 de febrero del 2022 y el 2 de marzo del 2026.

1. ¿Por qué recibí esta Notificación?

Los registros de PMAB-8, LLC que opera comercialmente como Paul Martin's American Grill (en adelante, el "Demandado") indican que usted trabajó como empleado no exento por hora para el Demandado en California en algún momento entre el 3 de febrero del 2022 y el 2 de marzo del 2026.

Se celebró una audiencia del acuerdo el 19 de noviembre del 2026, en la Corte Superior de California, Condado de Orange. La Corte otorgó la homologación del Acuerdo. Usted recibe esta Notificación para brindarle una breve descripción del Acuerdo y explicar por qué recibió un cheque del acuerdo.

2. ¿De qué trata este caso?

La acción titulada *Julianne Cruz v. PMAB-8, LLC que opera comercialmente como Paul Martin's American Grill*, fue iniciada por la Demandante Julianne Cruz ("Demandante") en la Corte Superior del Condado de Orange (Caso Número 30-2023-01318976-CU-OE-CXC). El 3 de febrero del 2023, la Demandante notificó a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California ("LWDA") las violaciones de la Ley de Procuraduría General Privada de 2004 ("PAGA") que alegó contra el Demandado. La PAGA permite a los empleados presentar reclamos en nombre de sí mismos, de otros empleados y del Estado. Permite a un empleado actuar como un "procurador general privado" para cobrar sanciones civiles por supuestas violaciones del Código Laboral de California.

El 13 de abril del 2023, la Demandante presentó una demanda ante la Corte Superior del Condado de Orange contra el Demandado. El 28 de septiembre del 2023, la Demandante presentó una Primera Demanda Modificada que alegó causas de acción en nombre de la Demandante y aquellos Empleados Agraviados en una situación similar conforme a la PAGA por el supuesto incumplimiento del Demandado de pagar todos los salarios regulares, no pagar todos los salarios por horas extra, no proporcionar períodos de comida legales, no proporcionar períodos de descanso legales, no adoptar una política de pago por enfermedad/tiempo libre pago en cumplimiento, no proporcionar talones de cheque en cumplimiento y no pagar todos los salarios adeudados al momento de la desvinculación.

La Corte no ha realizado ninguna determinación con respecto a si los reclamos presentados por la Demandante están fundados. En otras palabras, la Corte no ha determinado si se ha violado alguna ley, así como tampoco ha

tomado una decisión en favor de la Demandante o del Demandado; en lugar de ello, ambas partes aceptaron resolver el juicio sin decisión o admisión de quién tiene la razón o está equivocado. Al aceptar resolver el juicio, todas las partes evitan los riesgos y el costo de un juicio.

El Demandado niega haber hecho algo mal o haber violado la ley y además niega cualquier responsabilidad.

3. ¿Quiénes son los Abogados que representan a las Partes?

Abogados de la Demandante Julianne Cruz	Abogados del Demandado PMAB-8
MARA LAW FIRM, PC David Mara dmara@maralawfirm.com Jill Vecchi jvecchi@maralawfirm.com 3160 Camino Del Rio South, Suite 207 San Diego, CA 92108 Teléfono: (619) 234-2833	**MORGAN, LEWIS & BROCKIUS LLP** Kathryn T. McGuigan Anahi Cruz 300 South Grand Avenue Twenty-Second Floor Los Angeles, CA 90071 Teléfono: (213) 612-2500d

4. ¿Cómo afecta mis derechos este Acuerdo? ¿Cuáles son los Reclamos Exonerados?

Todos los empleados no exentos por hora que trabajaron para el Demandado en California en cualquier momento entre el 3 de febrero del 2022 y el 2 de marzo del 2026 (a los que se hace referencia en esta notificación como "Empleados Agraviados") exoneran a las Partes Exoneradas de los Reclamos Exonerados, como se define a continuación.

Partes Exoneradas: El Demandado, incluidas sus divisiones, controlantes, subsidiarias, predecesores, sucesores, accionistas, propietarios, funcionarios, directores y empleados pasados, presentes y futuros.

Reclamos Exonerados: Cada Empleado Agraviado en virtud de la PAGA exonerará y liberará completamente al Demandado y a las Partes Exoneradas de todos los reclamos, obligaciones, demandas, derechos, causas de acción y responsabilidades por sanciones civiles en virtud de la PAGA que se han afirmado en: (a) la Carta en virtud de la PAGA de la Demandante a la LWDA; (b) la Acción; y (c) cualquier enmienda a lo anterior (en conjunto, "Reclamos Exonerados"). Los Reclamos Exonerados incluyen todos esos reclamos que surjan durante el Período de la PAGA.

Los reclamos alegados contra el Demandado en el juicio y la notificación en virtud de la PAGA son no pagar todos los salarios regulares, no pagar todos los salarios por horas extra, no proporcionar períodos de comida legales, no proporcionar períodos de descanso legales, no adoptar una política de pago por enfermedad/tiempo libre pago en cumplimiento, no proporcionar talones de cheque en cumplimiento y no pagar todos los salarios adeudados al momento de la desvinculación. El Período de la PAGA es del 3 de febrero del 2022 al 2 de marzo del 2026. La Fecha de Entrada en Vigencia del acuerdo es la fecha en que la Corte concede la homologación del acuerdo.

5. ¿Cuánto puedo esperar recibir en virtud de este Acuerdo?

El importe máximo total que el Demandado debe pagar en virtud del Acuerdo es de $700,000 ("Importe Bruto del Acuerdo" o "GSA"). El "Importe Neto del Acuerdo" o "NSA" significa la parte del Importe Bruto del Acuerdo después de la deducción de (1) el Aumento en el Pago al Representante en virtud de la PAGA a la Demandante

por un monto de $10,000, por llevar adelante la Acción; (2) los Costos de Administración del Acuerdo al Administrador del Acuerdo por el monto de $7,661; y (3) el pago a los Abogados de la Demandante por el monto de $233,333 (un tercio del Importe Bruto del Acuerdo) por honorarios de abogados y un monto de $13,164.35 por costos de litigación. Todos estos pagos fueron aprobados por la Corte.

Después de deducir los puntos mencionados anteriormente, el Importe Neto del Acuerdo restante se dividirá 75 % para la LWDA, conforme al Código Laboral de California § 2699, subdivisión (i), para el cumplimiento de las leyes laborales, incluida la administración de esta parte, y para la educación de los empleadores y empleados sobre sus derechos y responsabilidades conforme a este código, que se asignará continuamente para complementar y no reemplazar la financiación a la agencia para esos fines; y 25 % a los Empleados Agraviados. Por lo tanto, la LWDA recibirá $326,881.24 y $108,960.41 quedarán para su distribución a los Empleados Agraviados.

Cada Empleado Agraviado recibirá una parte proporcional del NSA que es igual a (i) la cantidad de períodos de pago que trabajó para el Demandado en California durante el Período de la PAGA sobre la base de los datos proporcionados por el Demandado, dividida por (ii) la cantidad total de períodos de pago trabajados por todos los Empleados Agraviados sobre la base de los mismos datos, que luego se multiplica por el NSA. Un día trabajado en un período de pago determinado se computará como un período de pago a los efectos de este cálculo. Por lo tanto, el valor de la Parte Individual del Acuerdo de cada Empleado Agraviado se relaciona directamente con la cantidad de períodos de pago que trabajó.

El cheque incluido con esta notificación representa su parte del acuerdo sobre la base de esta fórmula. A los fines de cálculo de impuestos, el cien por ciento (100 %) del monto de dinero que recibió se considera una sanción civil y no ha sido sujeto a retenciones impositivas.

Se recomienda fervientemente que, al recibir su cheque de Parte Individual del Acuerdo, lo cobre de inmediato o lo cobre antes de la fecha de anulación de **180 días** que se indica en cada cheque. Los fondos representados por los cheques del acuerdo devueltos como imposibles de entregar y aquellos cheques del acuerdo que no se cobren durante más de 180 días después de su emisión se transferirán al Fondo de Propiedad No Reclamada de la Oficina del Controlador del Estado de California en nombre del Empleado Agraviado. **No se tomarán represalias en su contra por cobrar el cheque del acuerdo incluido con esta notificación.**

No puede excluirse del acuerdo. Incluso si no cobra su cheque del acuerdo, aún quedará obligado por la exoneración que se describe en esta notificación.

6. ¿Cómo puedo obtener información adicional o documentos judiciales?

SI NECESITA MÁS INFORMACIÓN O SI TIENE ALGUNA PREGUNTA, puede llamar a los Abogados de la Demandante que se indican arriba, o al Administrador del Acuerdo al número de teléfono sin cargo que se indica a continuación. Consulte el acuerdo PMAB-8. Además, puede visitar el sitio web del caso en www.INSERTAR.com.

POR FAVOR, NO LLAME A LA CORTE NI AL SECRETARIO DE LA CORTE PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.

Exhibit 7

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

JULIANNE CRUZ on behalf of herself, all others similarly situated, and on behalf of the general public, Plaintiffs, v. PMAB-8, LLC dba PAUL MARTIN'S AMERICAN GRILL; and DOES 1-100, Defendants.	Case No. 30-2023-01318976-CU-OE-CXC [*Assigned for All Purposes to the Honorable Melissa R. McCormick; Dept. CX104*] **REVISED [PROPOSED] ORDER GRANTING PLAINTIFF JULIANNE CRUZ'S MOTION FOR APPROVAL OF PAGA SETTLEMENT AND JUDGMENT** Date: November 19, 2026 Time: 2:30 p.m. Reservation No.: 74848238 Complaint Filed: April 13, 2023 FAC Filed: September 28, 2023 Trial Date: None Set

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ORDER

WHEREAS, this action is pending before this Court as an alleged representative action under the Private Attorneys General Act of 2004 (the "Action"); and

WHEREAS, the Court has considered the motion by Plaintiff Julianne Cruz ("Plaintiff") for approval of the Parties' settlement in accordance with the Parties' Joint Stipulation and Settlement Agreement (the "Settlement Agreement") and Addendum to Joint Stipulation and Settlement Agreement (the "Addendum"). The Settlement Agreement is attached hereto as Exhibit 1 and the Addendum is attached hereto as Exhibit 2. The Court understands that the Settlement Agreement and Addendum set forth the terms and conditions for a proposed settlement. Based on a review of the submissions by the Parties, and good cause appearing;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. All terms used in the Settlement Agreement and Addendum shall have the same meaning as defined therein.

2. The Court finds the Parties' settlement is "fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 72.

3. Compensation to the Labor and Workforce Development Agency (LWDA) and the Aggrieved Employees shall be affected pursuant to the terms of the Settlement Agreement.

4. The Aggrieved Employees are defined as follows: All current and former non-exempt, hourly employees who worked for Defendant in California at any time from February 3, 2022, through March 2, 2026.

5. The Gross Settlement Amount is $700,000.

6. The Court hereby approves of the payment of attorneys' fees to Plaintiff's Counsel in the sum of $233,333, or one-third of the Gross Settlement Amount.

7. The Court hereby approves the payment of litigation costs to Plaintiff's Counsel in the amount of $13,164.35.

8. The Court hereby approves of the PAGA Representative Payment of $10,000 to

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Plaintiff Julianne Cruz.

9. The Court hereby approves of the payment in the amount of $7,661 to Simpluris per the administrator's bid.

10. Taking the above distributions into account, from the Gross Settlement Amount of $435,841.65, $435,841.65 remains to be distributed as provided under PAGA. This amount shall be allocated 75% to the LWDA and 25% to the Aggrieved Employees.

11. The Court approves of the notice attached hereto as Exhibit 3. The Court orders that this notice be mailed out to Aggrieved Employees with their settlement checks. This notice shall be mailed in English and Spanish.

12. Upon entry of this Order, the LWDA and each and every Aggrieved Employee, including Plaintiff, shall be deemed and are deemed to have conclusively released and forever discharged the Released Parties from the Released Claims, as defined in the Settlement Agreement.

13. The Court orders the Parties, their Counsel, and the Settlement Administrator to administer the settlement in accordance with the terms of the Settlement Agreement and Addendum.

14. Neither the settlement, nor any terms set forth in the Settlement Agreement, are an admission of liability or any wrongdoing by the Releasees, nor is the Court's Order a finding of the validity of any claims in the lawsuit or of any wrongdoing by the Releasees.

15. This Order is intended to be a final disposition of the lawsuit in its entirety and is intended to be immediately appealable.

16. The Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the settlement.

17. A final accounting hearing will be set for August 19, 2027, at 9:00 a.m. Counsel shall submit a final report from the Settlement Administrator at least nine (9) court days before the hearing addressing the statue of the settlement administration, including actual amounts paid to the Aggrieved Employees and the other amounts distributed under the settlement, including

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any uncashed checks.

JUDGMENT

18. The Court hereby enters final judgment in this Action in accordance with terms of the Settlement Agreement and the Order Granting Plaintiff's Motion for Approval of PAGA Settlement ("Final Order"). All terms used herein shall have the same meaning as defined in the Settlement Agreement.

19. Upon the Effective Date, as defined in the Settlement Agreement, Plaintiff and all Aggrieved Employees, shall have by operation of the Final Order and this Judgment, fully, finally and forever released, relinquished, and discharged the Released Parties from the Released Claims as those terms are respectively defined in the Settlement Agreement.

20. Without affecting the finality of the Final Order and/or this Judgment, pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of Court, the Court reserves exclusive and continuing jurisdiction over this Action, the Plaintiff, Aggrieved Employees, and Defendant for the purposes of supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement, Final Order, and Judgment.

21. The Parties will comply with CRC Rule 3.771(b), by posting a copy of this Order and Judgment on the settlement administrator's website for a period of at least one hundred and eighty (180) days.

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Dated: _____

_____
Honorable Melissa R. McCormick

Exhibit 8