

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Kory Maiden and Ryshanique Quitanae Mae Washington (“Plaintiffs”) and Defendant Amirian Management Company, PCL Ventures LLC, 14777 Bear Valley Road LLC, 198 E. Redlands Blvd., LLC, 498 East 4th St., LLC, and 899 N Lake Ave LLC (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiffs’ PAGA lawsuits alleging wage and hour violations against Defendants captioned *Kory Maiden v. Amirian Management Company, et al* (case number 23STCV11444), initiated on May 19, 2023 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employees” means all current and former non-exempt employees that worked either directly or via a staffing agency for Defendants at any of its California Popeyes Louisiana Restaurant locations 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 Los Angeles.
- 1.9. “Defense Counsel” means Lyne Richardson and Steven Mannix of Ogletree, Deakins, Nash, Smoak & Stewart, PC.
- 1.10. “Effective Date” means the date when the Court enters a Judgment on its Order

Approving the PAGA Settlement.

- 1.11. “Gross Settlement Amount” means \$350,000.00 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Payments, and the Administrator’s Expenses Payment.
- 1.12. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the Net Settlement Amount calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13. “Judgment” means the judgment entered by the Court based upon the Court’s Approval of the Settlement.
- 1.14. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.15. “LWDA PAGA Payment” means the 75% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.16. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Payments, and the Administration Expenses Payment. 75% of the Net Settlement Amount will be paid to the LWDA as an LWDA PAGA Payment and 25% of the Net Settlement Amount will be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.17. “Notice of PAGA Settlement” means the letter, substantially similar to the form attached hereto as Exhibit A, explaining the Settlement to the Aggrieved Employees, which will accompany each settlement check.
- 1.18. “Operative Complaint” means the First Amended Complaint filed in the Action.
- 1.19. “PAGA Counsel” means Zachary Crosner, Jamie Serb, and Nikki Trenner, and Raul Perez and Bevin Allen Pike of Capstone Law APC, the attorneys representing the Plaintiffs in the Action.
- 1.20. “PAGA Counsel Litigation Expenses Payment” means the amount allocated to PAGA Counsel for reimbursement of reasonable expenses incurred to prosecute the Action.
- 1.21. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.22. “PAGA Period” means the period from March 15, 2022 through the date of approval by the Court.

- 1.23. “PAGA Counsel Fees Payment” means the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees, incurred to prosecute the Action.
- 1.24. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.25. “PAGA Notice(s)” means Plaintiff Kory Maiden’s March 14, 2023 letter and May 18, 2023 Amended letter to Defendants and the LWDA and Plaintiff Ryshanique Quitanae Mae Washington’s March 31, 2023 letter to Defendant Amirian Management Company and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.26. “PAGA Representatives” means the named Plaintiffs in the Operative Complaint in the Action.
- 1.27. “PAGA Representative Payments” means the payments to the PAGA Representatives for initiating the Action and providing services in support of the Action.
- 1.28. “Plaintiffs” means Kory Maiden and Ryshanique Quitanae Mae Washington, the named plaintiffs in the Action.
- 1.29. “Released PAGA Claims” means the claims being released by the Plaintiffs and as described in Paragraph 5 below.
- 1.30. “Released Parties” means: Defendants and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates.
- 1.31. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.32. “Defendants” means named Defendants Amirian Management Company, PCL Ventures LLC, 14777 Bear Valley Road LLC, 198 E. Redlands Blvd., LLC, 498 East 4th St., LLC, and 899 N Lake Ave LLC.

2. RECITALS.

- 2.1. On May 19, 2023, Plaintiff Kory Maiden commenced this Action by filing a Complaint alleging a cause of action for violations of the PAGA against Defendants for (1) failure to pay minimum wages; (2) failure to pay overtime; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to provide accurate wage statements; and (6) failure to reimburse business expenses. Plaintiff Washington filed a class action complaint against Defendant Amirian Management Company on March 29, 2023. Plaintiff Washington filed a First Amended Complaint adding a cause of action under the PAGA on June 15, 2023 alleging (1) failure to pay minimum wages; (2) failure to pay overtime; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to provide accurate wage statements; (6)

failure to reimburse business expenses; (7) failure to keep accurate records; (8) failure to produce employment records upon written request; (9) failure to provide suitable resting facilities; (10) failure to provide suitable seating; (11) failure to provide paid sick leave; and (12) unlawful employment agreements. Plaintiff Washington subsequently dismissed her class claims and allegations.

- 2.2. Thereafter, Plaintiff Kory Maiden filed a First Amended Complaint adding Plaintiff Ryshanique Quitanae Mae Washington and alleging violation of the PAGA against Defendant for (1) failure to pay minimum wages; (2) failure to pay overtime; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to provide accurate wage statements; (6) failure to reimburse business expenses; (7) failure to keep accurate records; (8) failure to produce employment records upon written request; (9) failure to provide suitable resting facilities; (10) failure to provide suitable seating; (11) failure to provide paid sick leave; and (12) unlawful employment agreements. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.4. On May 9, 2024, the Parties participated in an all-day mediation presided over by Todd A. Smith of Law Office of Todd A. Smith, which led to this Agreement to settle the Action.
- 2.5. Prior to mediation, Plaintiffs obtained, through informal discovery (1) Plaintiffs’ personnel file, (2) Plaintiffs’ time and payroll records, (3) the employee handbooks in effect during the PAGA Period, (4) Defendants’ additional policies and operating procedures regarding the (a) payment of wages, (b) timekeeping policies (including recording hours), (c) issuance of wage statements, (d) reimbursement of business expenses, and (e) termination wages, and (5) a sampling of the payroll and time records for the aggrieved employees, among other documents.
- 2.6. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay \$350,000.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1. To Plaintiffs: PAGA Representative Payments to Plaintiffs of not more than \$10,000.000 each (in addition to the Individual PAGA Payments the Plaintiffs are entitled to as Aggrieved Employees). Defendants will not oppose Plaintiffs' requests for PAGA Representative Payments that do not exceed these amounts. As part of the Settlement approval motion, Plaintiffs and/or PAGA Counsel will request approval for the PAGA Representative Payments. If the Court approves PAGA Representative Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the PAGA Representative Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Representative PAGA Payments.
- 3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount which is currently estimated to be \$116,667.67 and PAGA Counsel Litigation Expenses Payment of not more than \$25,000.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. As part of the Settlement approval motion, Plaintiffs and/or PAGA Counsel request approval for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA 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 PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel 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 holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$11,500.00 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 \$11,500.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To the LWDA and Aggrieved Employees: PAGA penalties to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of Net Settlement Amount 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.

3.2.4.2. 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.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are approximately 1,800 Aggrieved Employees who worked a total of approximately 26,000 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 21 days, Defendants will simultaneously 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 they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Representative Payments, 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 date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Notice of Individual PAGA Payments shall be accompanied by the Notice of PAGA Settlement.

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

4.4.4. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.5. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, agree to a general release any and all claims, transactions, primary rights, or occurrences against Released Parties—which will include without limitation any and all claims which in any way relate to Plaintiff's employment with Defendants, under State or Federal law, in tort, common law, statute, contract, or equity, whether pled in the Operative Complaint or not, including, but not limited to any claims under the FLSA, Title VII, ADA, FEHA, ADEA, PAGA, California Labor Code, or any Industrial Welfare Commission Wage Order—now existing or arising in the future, based on any act, omission, event, occurrence, primary right, or nonoccurrence from the beginning of time to the date of execution hereof ("Plaintiff's 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 PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

- 5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish 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 Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notices.

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 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel a draft of the Motion for Court Approval of the PAGA Settlement and a proposed Order Granting Approval of PAGA Settlement. In their Declarations, Plaintiffs and PAGA shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 16 court days prior to the hearing on the motion. PAGA Counsel is responsible for delivering the Court's Approval of PAGA Settlement 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.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action Administration 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 payroll tax withholdings and providing reports 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 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

- 8.1 Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, there are approximately 1,800 Aggrieved Employees who worked approximately 26,000 Pay Periods during the PAGA Period.
- 8.2 The Gross Settlement Amount was agreed upon based on Defendants' representations of the total number of Pay Periods in the PAGA Period. If the number of Pay Periods during the PAGA Period exceeds 26,000 by more than five percent (5%), then Defendant, at its option can either choose to, (1) increase the Settlement Sum by \$13.46 per workweek for each additional workweek in excess of 26,300 workweeks (the 5% escalation limit) or (2) cut off the PAGA Period before the total number of workweeks increases above 26,000. Defendant may exercise option (2) so long as it does so before Plaintiff's motion for approval is filed.

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 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, 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 Net Settlement Amount.

- 9.2 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgement. If the reviewing Court vacates, reverses, or modifies the Judgment in any manner that requires a material modification of this Agreement (including, but not limited to, the scope of the release to be granted by Aggrieved Employees), 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 approval of the Settlement 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 PAGA Representative Payment or any payments to PAGA 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.

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by 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 Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve 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 (except for proceedings to enforce or effectuate the Settlement and this 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 Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 10.4 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 a mediator and/or the Court 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 Plaintiffs, 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. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 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.
- 10.13 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.

- 10.14 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 Plaintiffs:

Zachary Crosner
zach@crosnerlegal.com
Jamie Serb
jamie@crosnerlegal.com
Nikki Trenner
nikki@crosnerlegal.com
CROSNER LEGAL, PC
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210

Raul Perez
raul.perez@capstonelawyers.com
Bevin Allen Pike
Bevin.AllenPike@capstonelawyers.com
CAPSTONE LAW APC
1875 Century Park E, Ste. 1000
Los Angeles, CA 90067

To Defendant:

Lyne Richardson (SBN 143566)
lyne.richardson@ogletree.com
Steven Mannix (SBN 272014)
steven.mannix@ogletree.com
**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**
19191 S. Vermont Avenue, Suite 950
Torrance, CA 90502

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

- 10.16 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 pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: 4/12/25


Plaintiff KORY MAIDEN

Dated: _____

Plaintiff RYSHANIQUE QUITANAE MAE
WASHINGTON

Dated: _____

_____ for:
Defendants AMIRIAN MANAGEMENT
COMPANY, PCL VENTURES LLC, 14777 BEAR
VALLEY
ROAD LLC, 198 E. REDLANDS BLVD., LLC, 498
EAST 4th ST., LLC, and 899 N LAKE AVE LLC

Dated: April 14, 2025

CROSNER LEGAL, PC
CAPSTONE LAW, APC


Zachary Crosner, Esq.
Jamie Serb, Esq.
Nikki Trenner, Esq.
Raul Perez
Bevin Allen Pike
Attorneys for Plaintiffs

Dated: _____

**OGLETREE DEAKINS NASH SMOAK &
STEWART, PC**

Lyne Richardson
Steven Mannix
Attorneys for Defendants

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Dated: _____

Plaintiff KORY MAIDEN

Dated: 03 / 02 / 2025

Ryshanique washington

Plaintiff RYSHANIQUE QUITANAE MAE
WASHINGTON

Dated: _____

for:
Defendants AMIRIAN MANAGEMENT
COMPANY, PCL VENTURES LLC, 14777 BEAR
VALLEY
ROAD LLC, 198 E. REDLANDS BLVD., LLC, 498
EAST 4th ST., LLC, and 899 N LAKE AVE LLC

Dated: 03/03/2025

CROSNER LEGAL, PC
CAPSTONE LAW, APC

Nikki Trenner

Zachary Crosner, Esq.
Jamie Serb, Esq.
Nikki Trenner, Esq.
Raul Perez
Bevin Allen Pike
Attorneys for Plaintiffs

Dated: _____

**OGLETREE DEAKINS NASH SMOAK &
STEWART, PC**

Lyne Richardson
Steven Mannix
Attorneys for Defendants

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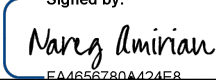
Dated: _____

Plaintiff KORY MAIDEN

Dated: _____

Plaintiff RYSHANIQUE QUITANAE MAE
WASHINGTON

Dated: 02-Apr-2025

Signed by:


Nareg Amirian

for:

VALLEY

Defendants AMIRIAN MANAGEMENT
COMPANY, PCL VENTURES LLC, 14777 BEAR
ROAD LLC, 198 E. REDLANDS BLVD., LLC, 498
EAST 4th ST., LLC, and 899 N LAKE AVE LLC

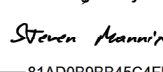
Dated: _____

CROSNER LEGAL, PC
CAPSTONE LAW, APC

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Raul Perez
Bevin Allen Pike
Attorneys for Plaintiffs

Dated: 03-Apr-2025

**OGLETREE DEAKINS NASH SMOAK &
STEWART, PC**

Signed by:


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Lyne Richardson
Steven Mannix
Attorneys for Defendants

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

|

You are receiving this Notice because you are entitled to money as a result of a court approved settlement in *Kory Maiden, et al. v. Amirian Management Company*, Los Angeles County Superior Court, Case No. 23STCV11444 (the “**Lawsuit**”).

What is this case about?

In the Lawsuit, Plaintiffs Kory Maiden and Ryshanique Quintanae Mae Washington asserted representative claims against Defendants Amirian Management Company, PCL Ventures LLC, 14777 Bear Valley Road LLC, 198 E. Redlands Blvd., LLC, 498 East 4th St., LLC, and 899 N Lake Ave LLC on behalf of all other similarly aggrieved non-exempt employees who worked for Defendants during the period of March 15, 2022 through _____ (the “**Settlement Period**”) at one of their Popeyes Louisiana Restaurant locations in California. Plaintiffs allege claims for penalties pursuant to the Private Attorneys General Act of 2004 (“**PAGA**”) Labor Code section 2698 *et seq.* based on the alleged (1) failure to pay minimum wages; (2) failure to pay overtime; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to provide accurate wage statements; (6) failure to reimburse business expenses; (7) failure to keep accurate records; (8) failure to produce employment records upon written request; (9) failure to provide suitable resting facilities; (10) failure to provide suitable seating; (11) failure to provide paid sick leave; and (12) unlawful employment agreements.

From the outset of the case, Defendants have denied, and continue to deny, all of Plaintiff’s claims and allegations. Defendants vigorously maintain that they have at all times properly paid their employees all straight-time and overtime wages, paid all earned bonuses, provided compliant duty-free meal periods and rest breaks, reimbursed all incurred business expenses, and complied with all applicable laws. The Court has not ruled on the merits of Plaintiff’s claims or Defendants’ defenses.

What are the terms of the Settlement?

Plaintiffs and Defendants reached a settlement which was reviewed and approved by the Court. Defendants’ records show that you were employed by Defendants in a covered position during the Settlement Period. Accordingly, you are entitled to an Individual Settlement Payment based on your percentage share of pay periods during the Period.

What should I do now?

You are automatically included in this Settlement. You may immediately deposit your enclosed settlement check and need not take any further action at this time.