

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Darlene Gonzales (“Plaintiff”) and Defendant RRS Hospitality, LLC, Rahul Sharma and Raju Verma (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Darlene Gonzales v. RRS Hospitality, Rahul Sharma and Raju Verma., et al.*, Case No. VCU299324 initiated on June 22, 2023 and pending in Superior Court of the State of California, County of Tulare. Plaintiff is also entering into an individual settlement with Defendant, which is subject to a different settlement agreement and is specifically carved out of any release in this settlement agreement.
- 1.1. “Administrator” means APEX Class Action Settlement Administration (“APEX”), the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.2. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees.
- 1.3. “Aggrieved Employees” means all current and former non-exempt or hourly paid employees of Defendant that have worked for Defendant in the State of California at any time from April 19, 2022 through August 10, 2024.
- 1.4. “Aggrieved Employee Data” means Aggrieved Employees’ identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.5. “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.
- 1.6. “Court” means the Superior Court of California, County of Tulare.
- 1.7. “Defense Counsel” means Dina Glucksman of Gordon Rees, LLP.
- 1.8. “Effective Date” means the date the Court enters a Judgment on its Order Approving the PAGA Settlement and the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the date upon which the deadline for seeking appellate review of the Judgment has passed without the filing of a timely appeal or request for review; or (b) if an appeal, review or writ is sought from the Judgment, the date upon which all appellate or other proceedings resulting from the appeal, review or writ have been finally

terminated in such a manner as to permit the Judgment to take effect in substantially the form described herein.

- 1.9. “Gross PAGA Settlement Amount” means \$100,000.00 which is the total amount Defendant agrees 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, Enhancement Payment to Named Plaintiff, and the Administrator’s Expenses Payment.
- 1.10. “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.
- 1.11. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.12. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.13. “LWDA PAGA Payment” means 75% of the Net Settlement Amount, paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.14. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Named Plaintiff Enhancement Payment, and the Administration Expenses Payment.
- 1.15. “PAGA Counsel” means Otkupman Law Firm, A Law Corporation, the attorneys representing the Plaintiff in the Action.
- 1.16. “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.
- 1.17. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.18. “PAGA Period” means the period from April 19, 2022 through August 10, 2024.
- 1.19. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.20. “PAGA Notice” means Plaintiff’s April 19, 2023 and August 13, 2024 letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

- 1.21. “PAGA Penalties” means the Net Settlement Amount, allocated as follows: 25% to the Aggrieved Employees, and 75% to LWDA in settlement of PAGA claims.
- 1.22. “Plaintiff” means Darlene Gonzalez, the named plaintiff in the Action.
- 1.23. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.24. “Final Approval” means the Court Order Granting Approval of PAGA Settlement.
- 1.25. “Released PAGA Claims” means the claims being released as described in Paragraph 5 below.
- 1.26. “Released Parties” means: Defendant and former, present, and future parents, subsidiaries, divisions, affiliates and other related entities, principals, members, managers, directors, officers, executives, employees, agents, advisors, consultants, representatives, administrators, shareholders, partners, trusts, insurers, reinsurers, attorneys, accountants, and benefit plans, and their predecessors, heirs, beneficiaries, executors, successors, and assigns (whether or not acting within the scope of their duties), and all natural persons and other legal entities acting by, through, under, or in concert with any of the foregoing. .
- 1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.28. “Defendant” means named Defendant RRS Hospitality, LLC, Rahul Sharma and Raju Verma.

2. RECITALS.

- 2.1. On June 22, 2023, Plaintiff commenced this Action by filing a Complaint alleging one cause of action against Defendant for penalties pursuant to Labor Code section 2699(f) for violations of Labor Code sections 226.7, 512, 558, 510, 1194, 1194.2, 1197, 226(a)(e), 1174(d), 201-203, 204(a)(b), 2802, 210, 218, 6400, 6401, 6403, 6404, 6407, 8 CCR 3202, 17200 (the “Complaint”) in the County of Tulare Superior Court. Previously, Plaintiff filed a PAGA (LWDA) letter on April 19, 2023. Defendant denies the allegations in the Complaint, denies any failure to comply with the laws identified in the Complaint and denies any and all liability for the causes of action alleged. On August 13, 2024 Plaintiff filed an amended PAGA letter asserting additional causes of action. Plaintiff will amend her complaint in accordance with the August 13, 2024 PAGA letter.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. Prior to settlement, Plaintiff obtained, through informal discovery, statistical data, including records of Defendant’s employees, which consisted of wage statements, clock

in and clock out times, times taken for meal breaks, wages earned during the relevant pay periods, written policies and procedures on meal breaks, rest breaks, overtime compensation, and reimbursement for business expenses, the number of pay periods in the PAGA Period, and the total number of putatively aggrieved employees.

- 2.4. 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, Defendant promises to pay \$100,000.00 and no more as the Gross PAGA Settlement Amount. Defendant has 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 Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross PAGA 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 PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which is currently estimated to be \$35,000.00, and PAGA Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion 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 PAGA Penalties. Released Parties and Defense Counsel 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. 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 and Defense Counsel harmless, and indemnifies Defendant and Defense Counsel, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.2. To Named Plaintiff: An Enhancement Payment of not more than \$5,000.00 (in addition to any Individual PAGA payment the Named Plaintiff is entitled to receive as an Aggrieved Employee).

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$10,000.00 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 \$10,000.00, the Administrator will allocate the remainder to the PAGA Penalties.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties with 75% of the net amount allocated to the LWDA; and Payment of 25% of the net amount 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 PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. 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 extrapolated through July 22, 2024, Defendant estimates there are a total of 1,656 PAGA Pay Periods. If the actual number Covered Pay Periods is greater than 1,821.60 ($1,656 + (10\% * 1,656)$), then Defendant, in its sole discretion, will increase the Settlement Payments by the same or choose to cut off the PAGA period at July 22, 2024 when the PAGA pay periods is at 1656.

4.2. Aggrieved Employee Data. Within 15 days of the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' 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 effectuate this settlement and perform its administrative duties under this Agreement. Defendant has 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 to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendant 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. Defendant shall fully fund the Gross PAGA Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 15 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Named Plaintiff Enhancement Payment, and the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and 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 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.

4.4.3. 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 the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. 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.

5.1.1 Plaintiff's Release. Effective on the date when the Court signs the Final Approval, Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during Plaintiff's employment with Defendant, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Complaint and the PAGA Notices ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability

benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the period of Plaintiff's employment with Defendant. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. Plaintiff's release under this Agreement specifically excludes Plaintiff's individual settlement which is being memorialized in a different agreement. Nothing herein affects any rights or remedies that are available to Plaintiff in that settlement.

5.1.2 Release of Claims. Plaintiff shall execute a general release and waiver of Civil Code section 1542, and shall agree to all other standard terms of settlement in a settlement agreement to be executed by the Parties. Plaintiff shall fully release Defendant, including but not limited to Rahul Sharma and Raju Verma, and Defendant's present and former companies, parents, subsidiaries, affiliates, officers, shareholders, equity partners, partners, owners, directors, trustees, current or former employees, vendors, contractors, consultants, board of directors, and agents, as well as any of its representatives, attorneys, insurers, reinsurers, and/or any of the predecessors, successors and assigns of Defendant(s), for all claims that have been alleged or could have been alleged by Plaintiff, upon the Court's final approval of the Parties' Settlement. Plaintiff will also release all of her individual employment claims, including a 1542 waiver. This Agreement specifically excludes Plaintiff's individual settlement which is being memorialized in a different agreement. Nothing herein affects any rights or remedies that are available to Plaintiff in that settlement.

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

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

5.2 Release by Aggrieved Employees. Effective on the date the Court signs the Final Approval, 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 Complaint and the PAGA Notice.

- 5.3 Release by the LWDA. Effective on the date when the Court signs the Final Approval, the LWDA is deemed to release, on behalf of the State of California, all claims for PAGA penalties during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint and the PAGA Notice.
- 5.4 Members Release of Claims. In consideration of Defendant's payments set forth in this Agreement, upon the Effective Date this Agreement forever bars Plaintiff, the PAGA Members, the LWDA, and any other representative, proxy, or agent thereof, including, but not limited to, any and all Aggrieved Employees from pursuing any action against Defendants under the PAGA based on or arising out of alleged violations of those Labor Code sections alleged in the Action (including, without limitation, attorneys' fees and costs), as described in paragraph 2. Plaintiff and PAGA members shall fully release Defendant, including but not limited to Rahul Sharma and Raju Verma, and Defendant's present and former companies, parents, subsidiaries, affiliates, officers, shareholders, equity partners, partners, owners, directors, trustees, current or former employees, vendors, contractors, consultants, board of directors, and agents, as well as any of its representatives, attorneys, insurers, reinsurers, and/or any of the predecessors, successors and assigns of Defendant, for all claims that have been alleged or could have been alleged by Plaintiff, upon the Court's final approval of the Parties' Settlement. (Plaintiff will also release all of her individual employment claims, including a 1542 waiver. Plaintiff's individual release is being memorialized in a different agreement which is specifically carved out of the instant settlement.)
- 5.5 "Released PAGA Claims" means and refers to all PAGA claims on behalf of Plaintiff, the LWDA, and PAGA Employees that are alleged in the Action, or could have been alleged in the Action, including but not limited to wages for hours worked, salary, bonuses, commissions, overtime, holiday pay, sick, benefits, disability benefits, accrued paid time off, and including violations predicated upon the failure to properly pay all minimum wages, overtime wages, provide lawful meal periods or compensation in lieu thereof, authorize or permit lawful rest breaks or provide compensation in lieu thereof, provide accurate itemized wage statements, and timely pay all wages during employment and upon separation of employment, and for violation of California Labor Code §§ 98.6, 201, 201.3, 202, 203, 204(a)-(b), 204, 210, 216, 218, 223, 225.5, 226, 226.3, 226(a)-(e), 226.7, 227.3, 232, 232.5, 233, 234, 245, 246, 247, 247.5, 248, 248.2, 248.5, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 1527, 17200, 2800, 2802, 2810.5, 3366, 3457, 6400, 6401, 6402, 6404, 6403, 6407 and 8397.4, IWC Wage Order 5, § 3-4, 7, 9, 8 CCR 3202, 11-12 and 14, C.C.R., Title 8, section 11050(3), (4), (7), (9), (11)-(12), (14), during the Covered Period.

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)).

- 6.2 Responsibilities of 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 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. PAGA Counsel is responsible for delivering the Court's Final 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.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected APEX to serve as the Administrator and verified that, as a condition of appointment, APEX agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 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.
- 7.3 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 extrapolated through mediation on July 22, 2024, Defendant estimates that there are approximately 1,656 Pay Periods during the PAGA Period. If the actual number of pay periods increases by more than 10% as of the date of Approval, then Defendant in its sole discretion will either increase the settlement amount proportionately or choose to adjust the ending date of the Covered Pay Periods so that no more than 1,821.60 Covered Pay periods are released.

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.

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 Defendant that any of the allegations in the Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's 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, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's 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 Plaintiff 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 this 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 Plaintiff, PAGA Counsel, Defendant 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 the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 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 Defendant and/or Defense Counsel in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff and/or PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant.
- 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 day sent by email to the Parties' counsel.

10.16 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.

10.17 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.

10.18 Void if Not Approved. If the Court does not approve the Settlement, then any settlement, shall be null and void, shall be used for no purposes whatsoever.



Plaintiff DARLENE GONZALES

Dated: 10 / 14 / 2024 _____

Defendant RRS Hospitality

Dated: _____

Defendant Raju Verma

Dated: _____

Defendant Rahul Sharma

Dated: _____

connection with this Agreement will be in writing and deemed to have been duly given as of the day sent by email to the Parties' counsel.

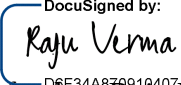
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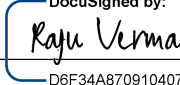
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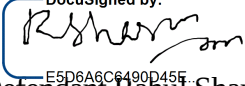
Plaintiff DARLENE GONZALES

Dated: _____

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Defendant Raju Verma

Dated: 10/14/2024

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Defendant RRS Hospitality
Dated: 10/14/2024
By: Managing Member

DocuSigned by:

E5D6A6C6490D45F...
Defendant Rahul Sharma

Dated: 10/14/2024