CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This settlement agreement and release of all claims (the "Agreement") is made and entered into by and among Ludim Eliceo Caprio Buc ("Plaintiff") on the one hand, and So-Cal Dominoids, Inc. and Dominoids, Inc. ("Defendants"). Plaintiff and Defendants are referred to collectively as the "Parties" and individually as a "Party." This Agreement is intended to resolve all disputes and extinguish those obligations described below.

RECITALS

WHEREAS, on July 24, 2023, Plaintiff filed a Complaint against Defendants in the Los Angeles Superior Court, entitled *Ludim Eliceo Caprio Buc, vs. So-Cal Dominoids, Inc. et al.*, (Case No. 23STCV17387) (the "PAGA Action") asserting a claim for civil penalties under the Private Attorneys General Act of 2004 ("PAGA). asserting statutory violations related to his employment with Defendants;

WHEREAS, on September 5, 2023, Plaintiff filed a separate Complaint against Defendant So-Cal Dominoids in the Los Angeles, entitled *Ludim Eliceo Caprio Buc v. So-Cal Dominoids, Inc.*, (Case No. 23STCV21343) (the "Class Action") asserting claims for various Labor Code violations related to his employment on behalf of himself and current and former employees of Defendants.

WHEREAS, on October 17, 2024, Plaintiff filed an Arbitration Demand with JAMS entitled *Buc, Ludim Eliceo Carpio vs. So-Cal Dominoids, Inc., et al*. (Reference No. 5220007437) (the "Arbitration Action") submitting individual claims alleged in the PAGA Action and Class Action against Defendants to Arbitration;

WHEREAS, Defendants deny and dispute any and all of Plaintiff's claims, including those asserted in the PAGA Action, Class Action, and Arbitration Action;

WHEREAS, Plaintiff is represented by counsel and has discussed any and all claims he may have against Defendants and the Parties agree that this Agreement represents a settlement in good faith of a bona fide dispute regarding what damages, including but not limited to wages and/or penalties, if any, may be owed to Plaintiff and that the promises and consideration of this Agreement shall not be construed to be an admission of any liability or obligation owed by Defendants to Plaintiff;

WHEREAS, the Parties wish to avoid the disruption, inconvenience, uncertainty, and costs associated with litigation and desire to resolve any and all claims alleged, or that could be alleged by Plaintiff, and any claims that Plaintiff has, had, or may claim to have arising out of or in connection with his employment with Defendants; and

WHEREAS, the Parties wish to avoid the expense of further proceedings and desire to resolve any and all claims alleged by Plaintiff or those claims that could be alleged as a result of Plaintiff's employment with Defendants and the cessation thereof, any relationship between Plaintiff and Releasees (defined in Paragraph 5, below), and/or generally arising out of or in connection with any claims that have been or could have been asserted in the PAGA Action, Class Action, and Arbitration Action.

AGREEMENT

NOW THEREFORE, in consideration of and in exchange for the promises, covenants, and releases contained in the Agreement and the other valuable consideration described herein, the sufficiency of which is hereby acknowledged by the Parties, the Parties mutually agree as follows:

1. No Admission of Liability. This Agreement and compliance with it shall not be construed as an admission by Defendants of any liability whatsoever or as an admission by Defendants of any wrongdoing including any violation of Plaintiff's rights under any common law, statute, or contract. Defendants specifically disclaim any wrongdoing and disclaims any liability to Plaintiff for any violation of his rights, including any violation of common law, statute, or contract.

2. Consideration. For and in consideration of the commitments made herein by Plaintiff and his counsel, WILSHIRE LAW FIRM, PLC and CROSNER LEGAL, PC. (together, "Plaintiff's Counsels"), Defendants agree to provide Plaintiff the total sum of Thirty-Seven Thousand Five Hundred Dollars and Zero Cents ($37,500.00) ("the Settlement Payment"). The Settlement Payment shall be allocated as follows:

A. One check made payable to WILSHIRE LAW FIRM, PLC in the amount of Thirty-Seven Thousand Five Hundred Dollars and Zero Cents ($37,500.00);

Defendants will mail the Settlement Payment to Plaintiff's Counsel WILSHIRE LAW FIRM, PLC office located at 660 S. Figueroa St., Sky Lobby, Los Angeles, California 90017, in accordance with timing of payment terms set form in Paragraphs 4 and 8. Upon delivery of the Settlement Payment, Defendants will have fully met their obligations under this Agreement and will not be liable in any manner for the distribution, division or payment of any portion of the Settlement Payment to or between any counsel Plaintiff may have retained and/or consulted, specifically including, but not limited to Arrash T. Fattahi, Esq. and Sepideh Ardestani, Esq., Wilshire Law Firm, PLC, Crosner Legal, PC and their respective attorneys.

3. No Representations Regarding Taxability. Plaintiff and his counsels understand and agree that he is responsible for payment of any taxes which are required to be paid to the State of California, the United States Government, or any other entity as a result of this settlement and the Settlement Payment (except for the employer-sided payroll taxes attributable to the portion of the Settlement Payment reflected in Paragraph 2, above). Plaintiff acknowledges that no representations regarding the tax consequences of the Settlement Payment have been made by Defendants or their counsel. Plaintiff agrees that in the event that some federal, state, or local agency takes the position that taxes should have been withheld from the Settlement Payment pursuant to this Agreement, that Plaintiff will be solely responsible for payment of any such alleged employee-side tax obligations except to the extent caused by Defendants' misreporting or mischaracterization of payments, and will indemnify and hold Defendants harmless from any resulting tax liability, interest, attorneys' fees, or penalty associated therewith. Nothing in this paragraph shall be construed to make Plaintiff liable for or be required to indemnify Defendants for any employer-side payroll tax liabilities, interest, attorneys' fees, or penalties owed by Defendants in connection with the Settlement Payment.

4. Dismissal of the Actions; Covenant Not to Sue. Within five (5) business days of receipt of an executed version of this Agreement, Plaintiff's Counsels shall file a notice of settlement regarding the Arbitration Action with JAMS indicating that the matter has been resolved pending receipt of the Settlement. Also, within ten (10) business days of mailing the Settlement Payment to Plaintiff's Counsels' mailing address, Plaintiff shall file a request for dismissal of the Arbitration Demand in the Arbitration Action in its entirety, as to all named Defendants, with each Party to bear their own costs and attorneys' fees. With respect to the Arbitration Action, Plaintiff shall request that all causes of action be dismissed *with prejudice*. Plaintiff will also take all action necessary to dismiss any other actions or charges filed against Defendants with any local, state, or federal agency or court, including the PAGA Action and

Class Action, and understands he can no longer pursue the PAGA Action or the Class Action. Plaintiff will not file any complaint or charge arising out of Plaintiff's employment with the Releasees at any time hereafter; and that if such agency or court assumes jurisdiction of any such complaint or charge against any of the Releasees, whenever filed, Plaintiff will request such agency or court to dismiss the matters with prejudice. Nothing in this Agreement shall be construed to prohibit Plaintiff from filing a charge or assisting others in filing a charge with or participating in any investigation or proceeding conducted by the EEOC, the NLRB, the SEC, other U.S. government agencies, or a comparable state or local agency. Notwithstanding the foregoing, Plaintiff agrees to waive Plaintiff's right to recover monetary damages in any charge, complaint, or lawsuit filed by Plaintiff or by anyone else on Plaintiff's behalf. **To the extent any representative PAGA or class claims are pending, those claims shall be dismissed without prejudice.**

5. Release of Claims. In exchange for the consideration provided to Plaintiff in Paragraph 2 of the Agreement, Plaintiff hereby irrevocably and unconditionally releases, acquits and forever discharges Defendants, and any of their subsidiaries, parents, affiliates, managing agents, employees, professional employer organizations (PEO), staffing agencies, servants, consultants, agents, directors, officers, independent contractors, representatives, insurance carriers and attorneys (and the servants, agents, employees, directors, officers, independent contractors, representatives, consultants, insurance carriers and attorneys of any such subsidiaries, parents, affiliates, PEO's, or staffing agencies), and all persons acting by, through, under or in concert with any of them, and each of their respective heirs, successors, and assigns (hereinafter collectively referred to as "Releasees"), or any of them, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney's fees and costs actually incurred) including but not limited to all such claims arising out of or related to Plaintiff's employment with Defendants, of any nature whatsoever, known or unknown, suspected or unsuspected, but only to the extent based on facts that occurred or could have occurred on or before the date Plaintiff signs this Agreement, including, but not limited to, rights arising out of alleged violations of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, or any tort including defamation, or any legal restrictions on Defendants' right to hire, to refuse to hire or terminate its employees, or any federal, state or other governmental statute, regulation or ordinance, including, without limitation: (1) the Civil Rights Act of 1964, as amended; (2) 42 U.S.C. § 1981; (3) Section 503 of the Rehabilitation Act of 1973; (4) the Fair Labor Standards Act (including the Equal Pay Act); (5) the Americans with Disabilities Act; (6) the Age Discrimination in Employment Act of 1967, as amended; (7) the Federal Family and Medical Leave Act; (8) the Immigration Reform and Control Act; (9) the Federal Worker Readjustment and Retraining Notification Act; (10) the Employee Retirement Income Security Act, as amended; (11) the National Labor Relations Act; (12) the Genetic Information Nondiscrimination Act of 2008; (13) the United States Constitution; (14) the California Constitution; (15) the California Labor Code; (16) the California Business and Professions Code; (17) the California Government Code; (18) the California Family Rights Act; (19) the California Pregnancy Discrimination Act; (20) the California Wage Orders; (21) the Families First Coronavirus Response Act; and/or (22) any other provision of federal, California state, or local statutory or common law or regulation to the extent arising from Plaintiff's employment (including whistleblower claims, claims for personal injury, invasion of privacy, negligent hiring, retention or supervision, defamation, intentional or negligent infliction of emotional distress and/or mental anguish, negligence, assault, battery, false imprisonment, retaliatory or wrongful discharge, and the like), which Plaintiff now has,

owns or holds, or claims to have, own or hold, or which Plaintiff at any time heretofore had, owned or held, or claimed to have, own or hold against any of the Releasees up to and including, at the time of Plaintiff's execution of the Agreement. Any claims that cannot be released as a matter of law are not included within this release.

6. Waiver of Section 1542. Plaintiff hereby states that it is Plaintiff's intention in executing this Agreement that the same shall be effective as a bar to each and every claim, demand, cause of action, obligation, damage, liability, charge, and attorney's fees and costs herein above released. Plaintiff hereby expressly waives and relinquishes all rights and benefits, if any, arising under the provisions of Section 1542 of the Civil Code of the State of California which provides:

> **Section 1542. [Certain Claims Not Affected By General Release.] 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.**

7. Effective Date. This Agreement shall be effective on the date it is signed by all of the Parties ("Effective Date").

8. Timing of the Settlement Payment and Conditions Precedent. Defendants payment obligation shall arise 30 days after full execution of this Agreement and Receipt of the required W-9 forms as follows: (a) counsel for Defendants has received this Agreement, fully executed by the Parties and approved as to form by Plaintiff's counsel; (b) Plaintiff has executed and provided a Form W-9 to Defendants; (c) Wilshire Law Firm has provided a Form W-9 to Defendants; and (d) Plaintiff's Counsels have provided Defendants a completed and signed request for dismissal of the Arbitration Action with prejudice.

9. Acknowledgement. Plaintiff acknowledges and agrees that he would not otherwise be entitled to the consideration set forth in Paragraph 2, above, were it not for the covenants, promises, and releases set forth herein. Plaintiff acknowledges that he has received all wages, commissions, and any other forms of compensation due to them from Releasees and that Releasees shall owe Plaintiff nothing further.

10. Confidentiality and Non-Disclosure. Neither Plaintiff nor his counsel, agents or assigns will hereafter, without compulsion of legal process, disclose to others, either directly, indirectly or by implication, the amounts referred to in this Agreement (either by specific dollar amounts, by number of "figures," or otherwise), or the fact of the payment of said amount, except that Plaintiff's may disclose such information to his spouse and to his attorneys, accountants or other professional advisors to effect the purposes for which they have been consulted, or where disclosure is required by law. Any person or entity to whom Plaintiff permits to and in fact discloses the amounts referred to in this Agreement, other than where a disclosure is required by law, must be notified of and agree to the terms of this confidentiality provision. In the event that Plaintiff believes he is legally obligated by statutory or regulatory requirements (including compulsory legal process), to make a disclosure as to the amounts referred to in this Agreement, he shall, within five (5) business days provide written notification to James Fessenden, Esq. and Keia J. Atkinson, Esq. of Fisher & Phillips LLP via email only at jfessenden@fisherphillips.com or katkinson@fisherphillips.com. If Defendants take any action to challenge such disclosure, Plaintiff shall defer making such disclosure until the challenge is finally resolved unless he is otherwise ordered by a Court to give the information

notwithstanding the challenge. Nothing in this Agreement prevents Plaintiff from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Plaintiff has reason to believe is unlawful or from making disclosures protected by California Code of Civil Procedure section 1001 and Labor Code section 432.3.

11. Liquidated Damages for Breach of Paragraph 4 of this Agreement. Plaintiff acknowledges that a breach by Plaintiff or his Counsels of any of the covenants set forth in Paragraph 4 of this Agreement will cause substantial harm to Releasees, including but not limited to, the cost of prosecuting any claims and lawsuits against Plaintiff. Plaintiff also acknowledges that it is impossible for such harm to be calculated with any degree of certainty. Therefore, Plaintiff agrees that any breach by him or his Counsels of their obligations under Paragraph 4 of this Agreement shall entitle Releasees to reasonable liquidated damages in the sum of One Thousand Dollars and Zero Cents ($1,000.00) for each breach, as well as recovery of court costs suffered by Releasees. Plaintiff agrees that this provision is fair and reasonable in light of the fact that the actual damages that would be suffered as the result of any such breach of Paragraph 4 of this Agreement would be difficult to ascertain.

12. Acknowledgement of Employment Status; Neutral Reference. Plaintiff understands that his employment with Defendant has ended. Additionally, Plaintiff agrees to direct any requests for employment verification to Defendant So-Cal Dominoids' Human Resources Department, specifically to the Head of Human Resources. Plaintiff further consents and agrees that, in response to any such inquiry, Defendants are authorized to report and disclose Plaintiff's (i) dates of employment; and (ii) last position held.

13. Attorneys' Fees and Costs. The Parties agree that they will bear their own attorneys' fees and costs incurred in connection with the PAGA Action, Class Action, and Arbitration Action. By Plaintiff's signature on this Agreement, Wilshire Law Firm, PLC and Crosner Legal, PC, including but not limited to Arrash T. Fattahi, Esq. and Sepideh Ardestani, Esq., waive any claim against Releasees that they may have to attorneys' fees and costs against Releasees, except as provided for in Paragraph 2, above.

14. Liens or Assignments**.** Plaintiff hereby agrees, represents and warrants that Plaintiff shall have sole responsibility for the satisfaction of any and all liens or assignments in law, equity, or otherwise, against any of the matters released herein, and that Plaintiff will fully satisfy all liens, if any, immediately upon receipt of the Severance Benefit referenced in Paragraph 2 of this Agreement. Plaintiff further represents, agrees and warrants that Plaintiff shall defend Releasees, hold Releasees harmless from, and indemnify Releasees from, any liabilities or costs which they may incur as a result of any liens of any nature and/or Plaintiff's failure to satisfy any liens.

15. No Additional Recovery. It is the intent of this Agreement that Plaintiff, lienholders, and any other individual or entity with an interest in Plaintiff's claims shall not recover, directly or indirectly, any sums from Releasees other than the consideration provided pursuant to this Agreement and set forth in Paragraph 2, above. If, despite the provisions of this Paragraph, any Releasee receives any claims, including a claim for contribution, any indemnity arising out of a claim brought by Plaintiff against another person, Plaintiff shall indemnify, provide a full defense for and hold harmless the Releasees for such amount. In the event a trier of fact determines (and all appeals are exhausted or the time for such appeals have expired) that any Releasee is or would be liable for indemnity under any theory of law or equity, this Agreement shall act as a general release, releasing not only the Releasee but every other

individual, trustee, firm, trust, corporation, or entity of any kind, who is or would be entitled to a defense and indemnity from the Releasees with respect to any liability that person, firm, or corporation may have to Plaintiff.

16. Entire Agreement. This Agreement constitutes the entire agreement between Plaintiff and Defendants regarding actual or potential claims asserted by Plaintiff against Releasees and the resolution of those claims, which will remain in full force and effect. Excluding Plaintiff's agreement to arbitrate any claims or disputes (which obligation continues), this Agreement supersedes all prior agreements, written or oral, between or among the Parties regarding those claims or potential claims and the resolution of those claims, and no other agreement, statement, or promise made by one Party to another as to any matter addressed in this Agreement shall be binding or valid. This Agreement cannot be orally modified. Any amendment or modification to this Agreement must be in writing, signed by Plaintiff and by a duly authorized representative of Defendants. Plaintiff further represents that he is unaware of any agreement or promise, written or oral, between Releasees and/or anyone else, that could serve as the basis for any claim or action against Releasees that has not been released in this Agreement.

17. No Other Actions. With the exception of the PAGA Action, Class Action, and Arbitration Action Plaintiff represents and warrants that he has no other pending claims, suits, or administrative charges against Defendants and/or Releasees in any other court or before any government agency including, but not limited to, any active complaints filed with the Equal Employment Opportunity Commission, Civil Rights Department, California Department of Labor Standards Enforcement, Department of Labor, Employment Development Department, California Superior Court, and United States District Court. Should Defendants discover any pending claims aside from what is mentioned above, Plaintiff authorizes the dismissal with prejudice and/or withdrawal of any and all pending claims against Defendants and/or Releasees and agrees to promptly provide any and all documents to such governmental agency to effectuate such dismissal and/or withdrawal with prejudice.

18. Notices. Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to be given when served personally, or on the third business day after mailing if mailed by United States mail, postage prepaid, addressed to the other Party and/or their counsel.

19. No Reliance Upon Representations by the Other Side. Each Party hereto represents and acknowledges that in executing this Agreement it does not rely and has not relied upon any representation or statement made by any other Party or by the agents, attorneys or representatives of the other Party with regard to the subject matter of this Agreement, or its basis, or the effects of this Agreement other than those representations specifically set forth in this written document.

20. Binding Nature; No Assignment. This Agreement, and all the terms and provisions contained herein, shall bind the heirs, personal representatives, successors and assigns of each Party, and inure to the benefit of each Party, its agents, directors, officers, employees, servants, successors, and assigns. The Parties promise and guarantee that they have not made, and will not make, any assignment of any claim, chose in action, right of action, or any right of any kind whatsoever, embodied in any of the claims that are released herein, and that no other person or entity of any kind had or has any interest in any of the claims released herein.

21. Construction. This Agreement is the product of arms-length negotiations and is considered to be jointly drafted. As such, it shall not be construed against any party because that party caused it to be reduced to a written instrument.

22. Fairness of Settlement. The Parties agree that this settlement is fair, reasonable and adequate. The Parties covenant never to challenge this Agreement.

23. Effect of Illegality. Should any part, term or provision of this Agreement be declared or determined by any Court of competent jurisdiction to be wholly or partially illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms or provisions of this Agreement shall not be affected thereby. Said illegal, invalid or unenforceable part, term or provision shall be deemed not to be a part of this Agreement.

24. Compliance with Terms; No Waiver. The failure to insist upon compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

25. Governing Law and Jurisdiction. This Agreement shall be interpreted under the laws of the State of California, both as to interpretation and performance.

26. Section Headings. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

27. Representative Capacity. Each Party executing this Agreement in a representative capacity represents and warrants that s/he is empowered to do so.

28. Counterparts and Facsimile/Digital Signatures. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an executed Agreement and each of which shall be deemed to be one and the same instrument. A facsimile or digital signature shall be treated as an original signature for all purposes.

29. Voluntary and Knowing. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties hereto.

30. Enforcement Costs. The Parties agree that in the event litigation is initiated by any Party to enforce this Agreement, the prevailing party will be entitled to recover its costs and reasonable attorneys' fees incurred in conjunction with the litigation, in addition to any other relief granted.

[*Remainder of page intentionally left blank; signatures on following page.*]

I, having read the foregoing Confidential Settlement Agreement and Release of All Claims and knowing the contents thereof, am effecting this settlement and executing this Agreement after having the opportunity to obtain legal advice from counsel, and I sign the same as my own free act.

DATED: 02 / 17 / 2026

Plaintiff Ludim Eliceo Caprio Buc

DATED: ________________

Defendants So-Cal Dominoids, Inc. and Dominoids, Inc.

By: ____________________

Title: ______________________

Approved as to form:

DATED: 02/18/2026

WILSHIRE LAW FIRM, PLC

Approved as to form:

DATED: 02/17/2026

CROSNER LEGAL, PC

Approved as to form:

DATED: ________________

FISHER PHILLIPS LLP

FP 56947917.3

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I, having read the foregoing Confidential Settlement Agreement and Release of All Claims and knowing the contents thereof, am effecting this settlement and executing this Agreement after having the opportunity to obtain legal advice from counsel, and I sign the same as my own free act.

DATED: ________________

____

Plaintiff Ludim Eliceo Caprio Buc

DATED: Mar 2, 2026

Ommid Ferdows

Defendants So-Cal Dominoids, Inc. and Dominoids, Inc.

By: Ommid Ferdows

Title: CFO

Approved as to form:

DATED: ________________

WILSHIRE LAW FIRM, PLC

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Approved as to form:

DATED: ________________

CROSNER LEGAL, PC

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Approved as to form:

DATED: 2-26-2026

FISHER PHILLIPS LLP

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Title	CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS
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Document History

SENT	**02 / 13 / 2026** 11:49:59 UTC-8	Sent for signature to Ludim Carpio Buc (eliceocarpio14@gmail.com) from mathew@crosnerlegal.com IP: 162.228.114.37
VIEWED	**02 / 13 / 2026** 12:47:52 UTC-8	Viewed by Ludim Carpio Buc (eliceocarpio14@gmail.com) IP: 166.199.151.11
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EDITED	**02 / 17 / 2026** 10:45:29 UTC-8	Edited by Mathew Adame (mathew@crosnerlegal.com) IP: 162.228.114.37
RESENT	**02 / 17 / 2026** 10:45:29 UTC-8	Signature request resent by Mathew Adame (mathew@crosnerlegal.com) IP: 162.228.114.37

Title	CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS
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SIGNED	**02 / 17 / 2026** 11:18:56 UTC-8	Signed by Ludim Carpio Buc (eliceocarpio14@gmail.com) IP: 166.199.151.141
COMPLETED	**02 / 17 / 2026** 11:18:56 UTC-8	The document has been completed.

Buc - Final Settlement Agreement v. 2 (003)

Final Audit Report 2026-03-02

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