

EXHIBIT B

PAGA SETTLEMENT AGREEMENT

Mya Herrera v. IHOP Restaurants LLC, et al

Case No. 23SYCV14263

Plaintiff MYA HERRERA ("Plaintiff") has asserted claims against Defendants IHOP RESTAURANTS LLC and MONTEREY PARK 767 ("Defendants") in the action styled *Mya Herrera v. IHOP Restaurants LLC, et al*, Los Angeles Superior Court, Case No. 23STCV14263 (the "Action"). The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party." On August 8, 2024, the Parties participated in mediation presided over by Steven Pearl, Esq., the Parties agreed to the following terms of this agreement (the "Settlement Agreement") in settlement of all claims.

1. **DEFINITIONS.**

Unless otherwise defined herein, the following terms used in this Settlement Agreement shall have the meanings ascribed to them as set forth below. Whether defined below or not, terms appearing in this Settlement Agreement shall be interpreted consistent with the meaning ascribed in Labor Code section 26988, et seq.

1.1. "Administrator" means Phoenix Settlement Administrators, 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 and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.3. "Aggrieved Employee" means any current and/or former non-exempt California employee who worked for Defendant MONTEREY PARK 767 during the PAGA Period.

1.4. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant MONTEREY PARK 767'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. "Defense Counsel" means ZALLER LAW GROUP. PC.

1.7. "Effective Date" means the date the Court enters a Judgment in the Action approving of and consistent with this Settlement Agreement.

1.8. "Gross Settlement Amount" means \$120,000.00 which represents the total

amount Defendants agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Named Plaintiff Payment, Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.9. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.10. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.11. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.12. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.13. "Net Settlement Amount" means the amount payable from the Gross Settlement Amount to the LWDA and Aggrieved Employees under Labor Code section 2699(i) after deducting the Attorney's Fees and Litigation Expenses Payment, Plaintiff's Service Payment, and the Administration Expenses Payment.

1.14. "PAGA Counsel" means Law Offices of Choi & Associates, P.C. and Diversity Law Group, P.C., the attorneys representing the Plaintiff in the Action.

1.15. "Attorney's Fees and Litigation Expenses Payment" mean the amounts of attorneys' fees and expenses approved by the Court and payable from the Gross Settlement Amount.

1.16. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant MONTEREY PARK 767 for at least one day during the PAGA Period.

1.17. "PAGA Period" means the period from June 16, 2022 through August 8, 2024.

1.18. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.19. "PAGA Notice" means Plaintiff's June 16, 2023 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.20. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.21. "Plaintiff" means Mya Herrera, the named plaintiff in the Action.

1.22. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.23. "Released PAGA Claims" means all the claims being released by the Plaintiff, the Aggrieved Employees, and PAGA Counsel and as described in Paragraph 5 below.

1.24. "Released Parties" means: Defendants and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, parents, successors, assigns, subsidiaries, affiliates.

1.25. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.26. "Defendants" means named Defendants IHOP RESTAURANTS LLC and MONTEREY PARK 767, a California corporation.

2. RECITALS.

2.1. On June 20, 2023, Plaintiff commenced this Action by filing a Class Action Complaint against Defendants. On August 29, 2023, Plaintiff filed a First Amended Complaint adding a cause of action under the PAGA. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint").

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.3. On August 8, 2024, the Parties participated in an all-day mediation presided over by Steven Pearl, Esq. which led to this Agreement to settle the Action. Prior to mediation, Plaintiff obtained, through informal discovery the total pay periods worked by the 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. Defendant MONTEREY PARK 767 promises to pay \$120,000.00 and no more as the Gross Settlement Amount. Defendant MONTEREY PARK 767 has 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 MONTEREY PARK 767.

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 33 1/3% which is currently estimated to be \$40,000.00 and PAGA Counsel Litigation Expenses Payment of not more than \$15,000.00. Defendants 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 Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's 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 Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$3,000.00 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 \$3,000.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.3. To the Named Plaintiff: In consideration for Individual Plaintiff's services in this action and release of Individual Plaintiff's Released Individual Claims and California Civil Code Section 1542 waiver, the amount of \$10,000.00. Plaintiff shall assume full responsibility and liability for taxes due on payments to Plaintiff, including payment of the Attorneys' Fees Amount, the Costs Amount, and the Service Payment Amount.
- 3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$52,000.00 to be paid from the Gross Settlement Amount, with 75% (\$39,000.00) allocated to the LWDA PAGA Payment and 25% (\$13,000.00) allocated to the Individual PAGA Payments.

The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$13,000.00) 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.

- 3.2.4.1. 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, Defendant MONTEREY PARK 767 estimates there are 108 Aggrieved Employees who worked a total 3,358 PAGA Pay Periods.
- 4.2. Aggrieved Employee Data. Within 15 days of the Effective Date, Defendant MONTEREY PARK 767 will confidentially 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. Defendant MONTEREY PARK 767 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 as soon as reasonably feasible to the Administrator. Without any extension of the deadline by which Defendant MONTEREY PARK 767 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 MONTEREY PARK 767 shall fully fund the Gross Settlement Amount within 30 days of execution of this Agreement by transmitting the funds to the Administrator the amount of \$60,000.00. Within 30 days after the Effective Date, the balance of the Gross Settlement Amount in the amount of \$60,000.00 will be transmitted to the Settlement Administrator.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant MONTEREY PARK 767 completes funding of the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, 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 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 MONTEREY PARK 767 to confer any additional benefits or make any additional payments to the Aggrieved Employees beyond those specified in this Agreement. Furthermore, the receipt of Individual Settlement Payments by the Aggrieved Employees shall not, and does not, by itself establish any general, special, or joint employment relationship between and among the Aggrieved Employees and Defendant MONTEREY PARK 767.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant MONTEREY PARK 767 fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, obligations, demands, actions, rights, causes of action, transactions, or occurrences, liabilities, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, whether known or unknown, and whether anticipated or unanticipated, including unknown claims covered by Civil Code Section 1542, for any type of relief, including, without limitation, claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys fees, litigation costs, restitution, or equitable relief arising from or related to her employment with the Released Parties including claims, transactions or occurrences during the class period which include but are not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 5.2 and 5.3 below ("Plaintiff's Release.") Without limiting the generality of the foregoing, the release of claims by Plaintiff is a complete general release. The claims released herein by Plaintiff include, but are not limited to, the Released Claims, as well as any other claims under any provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, and claims under

local, state, or federal discrimination statutes, including, without limitation, the California Fair Employment and Housing Act, California Government Code §§ 12940 et seq.; the Unruh Civil Rights Act, California Civil Code §§ 51 et seq.; the California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000 et seq.; the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq.; the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001 et seq.; the Age Discrimination in Employment Act and all of their implementing regulations and interpretive guidelines; claims for harassment, discrimination, retaliation and allegedly unpaid wages. 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 PAGA Period. 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.

- 5.1.1 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:

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 notice.

- 5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice and ascertained in the Action.

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 Agreement by the Court including, (i) dismissal of the non-PAGA claims, (ii) dismissal of IHOP Restaurants LLC with prejudice upon Defendant MONTEREY PARK 767's complete funding of the Gross Settlement Amount, (iii) entry of Judgment in the Action with the terms of this Settlement Agreement, (iv) a draft proposed Order Granting Approval of PAGA Settlement, (v) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (vi) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Settlement Agreement (Labor Code section 2699, subd. (1)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by this Settlement. Dismissal of the class claims shall be without prejudice. Dismissal of Plaintiff's individual non-PAGA claims and dismissal of IHOP Restaurants LLC shall be with prejudice upon Defendant MONTEREY PARK 767's complete funding of the Gross Settlement Amount.
- 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 [30] days after the full execution of this Agreement which shall set forth Defendant's position that it disputes liability and denies wrongdoing. Plaintiff shall seek approval of, and Defendants shall not oppose, the Gross Settlement Amount, Attorneys' Fees and Litigation Expense Amount, Administrator Amount, and Service Payment Amount, 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 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 the approval of this Settlement 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 Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators 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, Defendant MONTEREY PARK 767 estimates that, as of the date of this Settlement Agreement, (1) there are 108 Aggrieved Employees who worked 3,358 Pay Periods during the PAGA Period. In the event the number of Pay Periods during the PAGA Period increases by more than 10% of the 3,358 estimate, the Gross Settlement Amount will increase proportionally per additional pay period. For example, if there are 3,861 (15% more) actual Pay Periods during the PAGA Period, the Gross Settlement Amount will increase by 5% or \$5967.84.

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. Notwithstanding, the prevailing party to any enforcement action will be entitled to reasonable attorneys' fees and costs incurred in connection with the enforcement action.

- 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.

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 has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff 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 reserves all available defenses to the claims in the Action, and Plaintiff reserves 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 Plaintiff and Defendant MONTEREY PARK 767 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 Defendants, 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 Acknowledgement of Satisfaction of Judgment. Payment of the Gross Settlement Amount as described above shall be deemed satisfaction in full of the judgment entered in the Action and shall relieve Defendants of all further obligations with respect to this Settlement Agreement and the Action. Upon request by Defendant MONTEREY PARK 767, Plaintiff shall file and serve an Acknowledgment of Satisfaction of Judgment.
- 10.6 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.

- 10.7 No Tax Advice. Neither Plaintiff, 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.
- 10.8 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 Plaintiff and Defendant MONTEREY PARK 767 or their representatives, and approved by the Court.
- 10.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.10 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.
- 10.11 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.
- 10.12 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.
- 10.13 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 MONTEREY PARK 767 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 shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant MONTEREY PARK 767 unless, prior to the Administrator's payment of all Settlement Funds, Defendant MONTEREY PARK 767 makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 10.14 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.
- 10.15 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.

- 10.16 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 Plaintiff:

Edward W. Choi
Law Offices of Choi & Associates
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone No.: (213) 381-1515
Facsimile No.: (213) 465-4885
edward.choi@choiandassociates.com

Larry W. Lee
Christine S. Lee
Diversity Law Group, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone No.: (213) 488-6555
Facsimile No.: (213) 488-6554
lwlee@diversitylaw.com

To Defendants:

ZALLER LAW GROUP. PC
Anthony J. Zaller
azaller@zallerlaw.com
Veenita D. Raj
vraj@zallerlaw.com
999 N. Pacific Coast Highway, Suite 525
El Segundo, California 90245
Telephone: (323) 592-3505

- 10.17 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.

10.18 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.

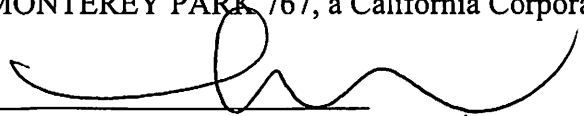
Dated: 12 / 09 / 2024



MYA HERRERA

MONTEREY PARK 767, a California Corporation

Dated: 11/2/2025



By: DAN ASHOURI
Its: President

APPROVED AS TO FORM:

LAW OFFICES OF CHOI & ASSOCIATES
DIVERSITY LAW GROUP, P.C.

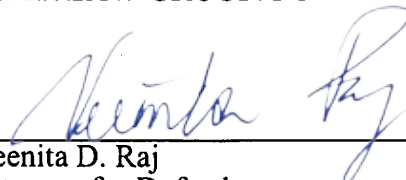
Dated: 12/9/2024

By: 

Edward W. Choi
Christine S. Lee
Attorney for Plaintiff

Dated: 1/14/25

ZALLER LAW GROUP. PC

By: 

Veenita D. Raj
Attorney for Defendants

EXHIBIT A

<<FIRST_NAME>><<LAST_NAME>>

<<ADDRESS1>>

<<ADDRESS2>>

Re: Settlement Payment from *Herrera v. IHOP Restaurants LLC, et al.* Lawsuit

Enclosed is your settlement payment from the settlement of the lawsuit entitled *Herrera v. IHOP Restaurants LLC, et al.*, Los Angeles County Case No. 23STCV14263.

This lawsuit is seeking claims against IHOP Restaurants LLC and Monterey Park 767 Inc. (the “Company”) pursuant to the Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.* (called “PAGA”). The lawsuit was brought by Plaintiff as a proxy and agent of the State of California Labor Workplace Development Agency (“LWDA”) and all similarly situated “aggrieved employees” of the Company who worked as employees in California.

The plaintiff in the case claimed that the Company owed penalties under PAGA for certain California Labor Code violations because the Company failed to pay all earned wages, provide duty-free meal and rest breaks, provide accurate itemized wage statements, and timely pay final wages to separated employees in violation of Labor Code §§ 201-203, 226, 266.7, 510, 512, 1194, 1197, and 1197.1. the Company denies that it did anything wrong and denies that it owes any penalties. The parties agreed to resolve the case, and as part of that settlement, the Company agreed to pay a certain amount of money categorized as PAGA penalties. Under the PAGA statute, penalties are divided between the LWDA and aggrieved employees.

You have been identified as one of the employees on whose behalf the case was brought because you were employed by the Company in California during the period from June 16, 2022, through August 8, 2024 (“PAGA Period”) and did not receive proper wages, proper meal and/or rest breaks, compliant wage statements or waiting time penalties.

Enclosed is a check made out to you. The check represents your share of the settlement for PAGA civil penalties (\$). Whether you cash or deposit that check, you are deemed to release, on behalf of yourself and your respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Company from all claims for PAGA penalties based on violation of Labor Code §§ 201-203, 226, 266.7, 510, 512, 1194, 1197, and 1197.1.

If you have any questions, you can contact the settlement administration (whose contact information is at the top of this letter).

Sincerely,

[Administrator]