

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (hereinafter “Settlement Agreement,” “Settlement,” or “Agreement”) is entered into by and between Plaintiffs Sergio Molina, and Fidel Robles, and Potential Plaintiff Crellyn Collister, for themselves and on behalf of the State of California acting in a private attorney general capacity (collectively “Plaintiffs”), on the one hand, and Defendant Swami’s 101 LLC and its owner Jaime Osuna (collectively “Defendant”), on the other hand. Plaintiffs and Defendant may sometimes hereinafter be referred to jointly as “Parties” and may be individually referred to as “Party.”

I. DEFINITIONS

The following terms, when used in this Settlement Agreement, shall have the following meanings:

1. “Action” means the matter entitled *John Nolan, et al. v. Swami’s 101, LLC, et. al.* filed by Plaintiff John Nolan on October 20, 2023, in the Superior Court of California County of San Diego and as set forth in Plaintiffs’ August 16, 2023, February 6, 2024, and June 20, 2024 correspondence to the Private Attorneys General Act (“PAGA”) Administrator of the California Labor and Workforce Development Agency (hereinafter “LWDA Letter”).
2. “Aggrieved Employee” means a person employed by Defendant Swami’s 101 LLC in California and classified as a non-exempt hourly employee who worked for Swami’s 101 LLC during the PAGA Period.
3. “Court” means the Superior Court of California County of San Diego.
4. “Effective Date” means the date when the Court orders Final Settlement Approval.
5. “Gross PAGA Settlement Amount” means the sum of Eighty-One Thousand Dollars and Zero Cents (\$81,000.00).
6. “Individual PAGA Payment” means the amount to be paid to each of the Aggrieved Employees from the 25% PAGA Penalties apportioned to them, such individual share to be based on the number of Pay Periods worked during the PAGA Period.
7. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699(i).
8. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699(i).
9. “Net Settlement Amount” means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, and PAGA Counsel Litigation Expenses Payment. The remainder will constitute the PAGA Penalties, as defined below.
10. “PAGA Counsel” means Joshua Gruenberg, Esq. Katherine Krebs, Esq. and Daniella Doern of Gruenberg Law, attorneys representing the Plaintiffs in the Action.
11. “Defense Counsel” means Buchalter, APC, attorneys representing the Defendant in the Action.
12. “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.
13. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Swami’s 101 LLC for at least one day during the PAGA Period.

14. “PAGA Period” means the Period from August 16, 2022 until Court Approval of the Settlement.

15. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698 et seq.)

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

17. “PAGA Released Claims” with respect to the State of California and the Aggrieved Employees, means penalties related to claims under the California Labor Code and Wage Orders, rights, demands, liabilities and causes of action, whether known or unknown, arising during the PAGA Period, that were asserted or could have been asserted in the Action against Defendant based on the facts alleged or ascertained during the pendency of the Action, under federal and state laws, including statutory, or common law claims for wages, penalties, liquidated damages, interest, attorneys' fees, litigation costs, restitution, equitable relief or other relief under Business & Professions Code section 17200, *et seq.* based on the alleged Labor Code violations, including, without limitations, the following categories: (a) any and all claims involving any alleged failure to pay overtime wages; (b) any and all claims involving any alleged failure to pay minimum wage; (c) any and all claims involving any alleged failure to pay employees for all hours worked, including but not limited to any claim for minimum, straight time, or overtime wages; (d) any and all claims involving any alleged failure to keep accurate records or to issue proper wage statements to employees; (e) any and all claims involving any alleged failure to timely pay wages, including but not limited to any claim that Defendant violated Labor Code sections 201, 202, or 204, and any claim for waiting time penalties under Labor Code section 203; (g) any and all claims involving any alleged failure to provide meal or rest breaks or pay premiums in lieu of breaks; (h) any and all claims involving any alleged failure to reimburse under Labor Code section 2802; and (i) any and all penalties pursuant to the Private Attorneys General Act (“PAGA”) of 2004 arising out of any or all of the aforementioned claims. The PAGA Released Claims include all such claims arising under the California Labor Code including, but not limited to, sections 201-204, 223, 226, 226.3, 226.7, 510, 558, 512, 1102.5, 1174, 1174.5, 1175, 1194, 1197, 1198, 1197.1, 2802 and 2698 et seq., applicable Industrial Welfare Commission Wage Orders and California Code of Regulations, Title 8, section 11000 et seq. This release excludes the release of claims not permitted by law. The PAGA Released Claims expressly exclude all PAGA claims outside the PAGA Period.

II. RECITALS

18. Plaintiffs are former employees of Defendant Swami’s 101 LLC. Plaintiffs were employed by Defendant Swami’s 101 LLC during the PAGA Period

19. On August 16, 2023, Plaintiff John Nolan sent and submitted his LWDA Letter asserting claims for civil penalties pursuant to PAGA stemming from Defendant Swami’s 101 LLC’s alleged: minimum wage and overtime violations, meal and rest period violations, wage statement violations, and failure to timely pay wages.

20. On or about October 20, 2023, Plaintiff John Nolan filed an action concerning Plaintiffs’ employment with Defendant, alleging individual and representative claims for failure to pay (1) minimum wages, (2) overtime compensation; (3) wages, (4) meal and rest period violations (5) and failure to pay wages upon separation and related claims under California law (‘the Action’).

21. On or about December 21, 2023, Plaintiff John Nolan, Sergio Molina, and Fidel Robles filed their First Amended Complaint, alleging individual and representative claims for

failure to pay (1) minimum wages, (2) overtime compensation; (3) wages, (4) meal and rest period violations, (5) failure to pay wages upon separation and related claims under California law, and (6) a representative claim for civil penalties under PAGA.

22. On or about February 6, 2024, Plaintiffs sent and submitted an Amended LWDA Letter adding Fidelio Robles, Sergio Molina, and Crellyn Collister as authorized Private Attorneys General, and adding an allegation of failure to provide reimbursements.

23. On or about June 20, 2024, Plaintiffs sent and submitted a Second Amended LWDA Letter adding Jaime Osuna as an alleged joint employer.

24. On or about August 6, 2024, Plaintiffs filed their Motion For Leave to File a Second Amended Complaint seeking to add Potential Plaintiff Crellyn Collister, and Potential Defendant Jaime Osuna, alleging claims for failure to pay (1) minimum wages, (2) overtime compensation; (3) wages, (4) meal and rest period violations (5) failure to pay wages upon separation and related claims under California law; (6) retaliation pursuant to Labor Code § 1102.5; (6) and a representative claim for civil penalties under PAGA. The Motion is set for hearing for June 13, 2025.

25. As a part of this Agreement, the Parties agree to stipulate to an alternative revised version of the proposed Second Amended Complaint, attached hereto, wherein Plaintiffs Molina, Robles, and Collister will be named as PAGA representatives, and John Nolan will be named as an individual Plaintiff alleging claims on an individual basis only.

26. The Parties agree that this Agreement is contingent upon the proposed Second Amended Complaint, attached hereto, being filed and entered by the Court as the operative complaint in this Action.

27. The Parties engaged in discovery, including production of information, documents and reviewing and analyzing extensive data made available by Defendant which enabled the parties to thoroughly evaluate Plaintiffs' claims, the claims of the Aggrieved Employees, Defendant's defenses, and the likely outcomes, risks and expense of pursuing litigation.

28. After over a year of informal negotiations, the Parties were able to agree to settle the claims.

29. The Parties agree a bona fide dispute exists as to whether any amount of penalties are due from Defendant to any California employees, including Plaintiffs, and to the California Labor and Workforce Development Agency ("LWDA") and/or to any allegedly aggrieved employees.

30. Based on the discovery exchanged as well as their own independent investigation and evaluation, the Parties have considered the claims asserted by Plaintiffs, the defenses asserted by Defendant, the risks associated with the continued prosecution of the Action, the cost of continued litigation through trial and appeals, and after considering all the circumstances, the Parties have concluded that the proposed settlement set forth in this Agreement is fair, adequate, and reasonable.

31. The Parties intend to fully and finally resolve the PAGA Released Claims as to Plaintiffs and the Aggrieved Employees.

32. The Parties further agree that the Agreement, the fact of this Settlement, any of the terms of this Agreement, and any documents filed in connection with the Settlement shall not constitute, or be offered, received, claimed, construed, or deemed as an admission, finding, or evidence of: (i) any wrongdoing by any Released Parties, (ii) any violation of any statute or law by Released Parties, (iii) any liability on the claims or allegations in the Action on the part of any Released Parties, (iv) any waiver of Defendant's right to arbitration or the enforceability of any

arbitration agreement, or (v) the propriety of certifying a litigation class or collective (conditionally or otherwise) or pursuing representative relief under the PAGA in the Action or any other civil or administrative proceeding; and this Agreement shall not be used by any person or entity for any purpose whatsoever in any administrative or legal proceeding, including but not limited to arbitrations, other than a proceeding to enforce the terms of the Agreement.

33. Within 15 days of the completion of both (1) full execution of this Settlement Agreement by all Parties and their counsel, and (2) the Court's Order entering the attached Second Amended Complaint as the operative complaint in this Action, Plaintiffs will file the Motion for Approval of the PAGA Settlement, as further addressed herein.

34. The Parties have agreed to fully and finally resolve the PAGA Released Claims as to Plaintiffs and the Aggrieved Employees, for the PAGA Period of August 16, 2022 through the date of Court Approval of the PAGA Settlement, pursuant to this Settlement Agreement, and Plaintiffs' individual claims as provided for in a separately executed Individual Settlement Agreement.

NOW, THEREFORE, IT IS HEREBY CONSENTED TO, AND AGREED, by Plaintiffs for themselves and on behalf of the State of California and aggrieved employees and by Defendant, that, subject to the approval of the Court and the LWDA, the Action shall be settled, compromised, and dismissed, on the merits and with prejudice, and the Released Claims shall be finally and fully compromised, settled and dismissed as to the Released Parties, in the manner and upon the terms and conditions hereafter set forth in this Agreement.

III. OPERATIVE TERMS OF THE SETTLEMENT AGREEMENT

The Parties agree as follows:

35. **Non-Admission.** Nothing in this Settlement Agreement shall be construed to be an admission by Plaintiffs that the PAGA claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiffs, the Aggrieved Employees, or any other person, and Defendant specifically disclaims any such liability or wrongdoing. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement Agreement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

36. **Settlement Amount.** Defendant shall pay the maximum Gross PAGA Settlement Amount of Eighty-One Thousand Dollars and Zero Cents (\$81,000.00) in settlement of the Action, which is due from Defendant to be paid in two annual installment payments. The first annual payment shall be due fifteen (15) days after the Court enters final approval of the settlement, and the second and final payment shall be due one year after the full execution of this settlement agreement, with any dates falling on a weekend or holiday to be due the first business day following the date for payment. The Parties agree to allocate the Gross PAGA Settlement Amount as follows:

- a. PAGA Counsel Attorney fees of \$27,000 (to be paid in two annual installments of \$13,500 each);
- b. PAGA Counsel's costs of \$4,000 (to be paid in two annual installments of \$2,000 each);
- c. The Settlement Administrator's costs not to exceed \$2,000 (to be paid in one installment at the time of the first annual payment);

- d. The remaining \$48,000 of the Settlement Payment shall be designated as “PAGA Penalties,” to be allocated 75% to the LWDA (\$36,000) and the remaining 25% to the Aggrieved Employees (\$12,000) (pursuant to Labor Code section 2699(i) and as further outlined below for individual employee payment calculations). The full payment to the Aggrieved Employees (\$12,000) shall be due at the time of the first annual payment, and the \$36,000 payment to the LWDA shall be paid \$13,000 in the first installment and the remaining \$23,000 to be paid in the second annual payment.
- e. Each Individual PAGA Payment shall be based on the number of pay periods each Aggrieved Employee worked during the PAGA Period as a percentage of the total pay periods worked by all Aggrieved Employees during the PAGA Period. This amount shall constitute resolution of all remedies available under Labor Code section 2699, and preclude pursuit by Aggrieved Employees of any PAGA Released Claims.
- f. The penalty settlement payments will be reported on IRS Form 1099s. The Parties acknowledge and agree that all payments under this Settlement Agreement as PAGA Payments are attributable as penalties. None are attributable as wages. Accordingly, the parties acknowledge and agree that Defendant is not responsible for any employer-side taxes in connection with any PAGA Payments under this Settlement Agreement.
- g. In the event the Court or LWDA increases the allocation of funds to the PAGA Payment, such increase shall come from the Gross PAGA Settlement Amount.

37. **Representative PAGA Release.** In Plaintiffs’ capacity as private attorneys general and “aggrieved employees” acting on behalf of Plaintiffs’ selves, the State of California, and the Aggrieved Employees, and in consideration of the PAGA Payment, Plaintiffs hereby release Defendant and Defendant’s past, present and/or future owners, officers, board members, directors, employees, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees), representatives, attorneys, insurers, customers, partners, investors, shareholders, members, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors and/or assigns (the Released Parties) from any and all PAGA Released Claims that arose during the PAGA Period. Plaintiffs make this Representative PAGA Release pursuant to, and contingent upon, their authority as PAGA representatives as established in the stipulated Second Amended Complaint, attached hereto. Additionally, the executed Individual Settlement Agreement provides Plaintiffs’ Individual Released Claims.

38. **Release by State of California and Aggrieved Employees.** The State of California and 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 (“Released Claims”).

39. **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.

40. **Settled Claims.** Upon entry of the Order approving this settlement, Plaintiffs and all Aggrieved Employees will be forever barred from pursuing the PAGA Released Claims against Defendant.

41. **Confidentiality.** No Parties nor their counsel shall issue a press release, hold a press conference about the settlement, publicize or disclose or cause or knowingly permit or authorize the publicizing or disclosure of the fact of the settlement, the contents of this Settlement Agreement, including the amount(s) paid in settlement and the parties involved, or of the negotiations leading up to the settlement. Should they be asked to comment, they shall respond that the Action has been resolved.

42. **No Right to Opt Out or Object.** The Parties agree there is no statutory right for any Aggrieved Employee to object, opt out or otherwise exclude himself or herself from the Settlement. The Parties further agree there is no right or opportunity for any Aggrieved Employee to appeal the approval of the Settlement by the Court.

43. **Waiver of Right to Appeal.** Provided that the Approval is consistent with the material terms of this Agreement, Plaintiffs, Defendant, and their respective counsel hereby waive any and all rights to appeal from the Approval, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the Approval therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. This paragraph does not preclude Plaintiffs or Plaintiffs' Counsel from appealing from a refusal by the Court to award the Plaintiffs' Counsel attorneys' fees and/or costs sought by them. If an appeal is taken, the time for consummating the Settlement (including making payments under the Settlement) will be suspended until such time as their appeal is finally resolved and the Approval becomes Final, as defined in this Agreement.

44. **Motion for Approval of PAGA Settlement by Plaintiffs' Counsel.** The Parties recognize that in accordance with Labor Code Section 2699(l) Court approval is required in the event of a settlement of a PAGA action on a representative basis. However, as explained in *Arias v. Superior Court* (2009) 46 Cal.4th 969, the Parties are not obligated to follow the class action procedural rules in PAGA cases and therefore need not obtain approval of the PAGA settlement through a motion for preliminary or final approval. Instead, to comply with the requirements of Labor Code Section 2699(l), Plaintiffs' Counsel shall file a mutually agreeable Motion for settlement approval ("PAGA Approval Motion"): (a) Approving the Settlement and adjudging the terms thereof; (b) Approving the PAGA Payment to the LWDA; (c) Permanently enjoining all Aggrieved Employees from prosecuting against the Released Parties any and all PAGA Released Claims; and (d) Permanently enjoining the Plaintiffs from prosecuting against the Released Parties any and all of the Individual Released Claims. Defendant or Defendant's Counsel shall not oppose such a motion provided that Plaintiffs' Counsel sends a draft of the PAGA Approval Motion to Defendant's Counsel allowing sufficient time (at least seven [7] days) to review and comment. Defendant's Counsel will provide Plaintiffs' Counsel with and allow Plaintiffs' Counsel to submit to the Court, adequate information related to the released claims to obtain approval of the Settlement. Upon filing the PAGA Approval Motion, Plaintiffs will also serve the LWDA with notice of the settlement as required by applicable law. The Parties agree that Plaintiffs will submit the Proposed PAGA Approval and Order of Final Approval and Dismissal with Prejudice (retaining jurisdiction in the Court to enforce per CCP § 664.6) ("Final Approval Order") which will be approved by both counsel for Defendant and for Plaintiffs prior to Plaintiffs' filing, in substantially the same format as Exhibit "A" attached hereto.

45. The proposed PAGA Settlement is contingent upon the approval by the Court. If the Court should fail to approve this Settlement in the form agreed to by the Parties, the Parties agree to coordinate efforts to address the Court's questions or concerns and resubmit the Approval Stipulation or Motion. If, after the Parties are unable to obtain approval of the terms of the Settlement, or (b) the Court's approval of this Settlement is reversed, modified, or declared or rendered void, then (i) this Settlement shall be considered null and void; (ii) neither this Settlement nor any of the related negotiations or proceedings shall be of any force or effect; and (iii) all Parties to this Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court. Invalidity of any material portion of this Settlement, except for the amount of attorneys' fees and costs, shall invalidate this Settlement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect. The PAGA Approval Motion will request the Court to approve the amount of the PAGA Penalties, dismiss the Operative Complaint with Prejudice, and retain jurisdiction in accordance with CCP § 664.6.

46. Within fifteen (15) days of the full execution of this Agreement, Plaintiffs will file the PAGA Approval Motion, together with the proposed PAGA Group Letter, and Final Order Approving the PAGA Settlement, but only after Defendant's opportunity for review of all said documents and approval thereof in writing.

47. **Termination of Settlement Agreement.** If the Court does not approve this settlement, or if the Court does not enter approval as provided for in this Settlement Agreement, or if appellate review is sought and on such review the Court's decision is materially modified or reversed, or if one or more of the terms of the Settlement Agreement are not approved or is materially modified or reversed or found to be invalid, then the Parties shall have the right within twenty-one (21) days of written notice thereof to elect to terminate the Settlement Agreement, in which event it shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement Agreement.

48. **Final Approval Order.** Plaintiffs shall submit to the Court a proposed Final Approval Order together with the Joint Motion for Approval of PAGA Settlement mutually agreed to by the Parties. This Settlement Agreement is expressly conditioned upon the Court entering the Final Approval Order in its entirety. Defendant must review and approve of the Final Approval Order before it is submitted to the Court.

IV. ADMINISTRATION OF SETTLEMENT

49. Following Court approval of the PAGA Settlement, the Settlement Administrator, _____, will administer the PAGA Settlement and distribute the Gross PAGA Settlement Amount as provided for by this Agreement.

50. The PAGA Payment will be allocated as provided by Labor Code §2699(i), with 75% paid to the LWDA, and 25% distributed to Aggrieved Employees on a proportionate basis, based upon the number of Pay Periods each worked during the PAGA Period.

51. Within thirty (30) days of the Effective Date, the Settlement Administrator will issue to the Aggrieved Employees, their Individual PAGA Payment together with a letter explaining the Individual PAGA Payment ("PAGA Group Letter") which is in a form substantially similar to Exhibit "B" which will be approved by both counsel for Defendant and for Plaintiffs. The Individual PAGA Payment and letter will be mailed to the Aggrieved Employees' last-known home address or as updated by the Settlement Administrator following the NCOA database search. Individual PAGA Settlement checks will remain active for one hundred and eighty (180) days. Any

check returned as non-deliverable on or before the cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining uncashed for more than one hundred and eighty (180) days after issuance will be tendered to the State of California Controller Unclaimed Property Fund ("UPF") for further handling on behalf of the Aggrieved Employees. The Individual PAGA Payments shall be deemed penalties and shall be reported using IRS tax form 1099.

52. Following the full distribution of the Gross PAGA Settlement Amount, the Settlement Administrator will provide a declaration to the PAGA Counsel regarding the distribution to be filed with the Court.

53. Defendant and its counsel make no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement.

V. MISCELLANEOUS PROVISIONS

54. **Successors.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors.

55. **Costs and Fees.** The Parties shall each bear their own costs, attorneys' fees, mediator fees, and other fees incurred in connection with this Agreement and in connection with the Action and Plaintiffs' claims, except as otherwise set forth specifically herein and in the separately executed Individual Settlement Agreement.

56. **Authority.** Defendant represents and warrants that the undersigned has the authority to act on behalf of Defendant and to bind Defendant to the terms of this Agreement. Plaintiffs and their counsel represent and warrant that Plaintiffs have the capacity to act on behalf of the State of California as a private attorney general under PAGA to bind them to the terms and conditions of this Agreement.

57. **Governing Law.** This Agreement shall be construed under and governed by the laws of the State of California. This Agreement shall be deemed to have been entered into in San Diego, California and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Agreement shall be governed by California law. If any legal or equitable action or arbitration is necessary to enforce the terms of this Agreement, it shall be brought in the State of California, County of San Diego.

58. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them and acknowledge and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the claims. This Settlement Agreement cannot be amended or modified except by a writing signed by the Parties hereto.

59. **Nullification of Settlement Agreement.** In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

60. **Approval and Continued Jurisdiction.** After approval of this settlement, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) matters as may be appropriate under court rules or as set forth in this Settlement.

61. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties.

62. **Authorization to Enter Into Settlement Agreement.** Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

63. **Binding on Successors and Assigns.** This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

64. **Law Governs.** All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

65. **Execution and Counterparts.** This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

66. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

67. **Invalidity of Any Provision.** Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

68. **Severability.** If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will continue to be valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

69. **Waiver.** No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

70. **Taxes.** The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and the Plaintiffs and the Aggrieved Employees are not relying on any statement, representation, or calculation by any of the Parties in this regard. Plaintiffs and

the Aggrieved Employees understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein and will hold Plaintiffs, Plaintiffs' Counsel, Defendant, Defendant's counsel and the Released Parties free and harmless from and against any claims resulting from the tax treatment of payments under this Agreement. Plaintiffs and Aggrieved Employees acknowledge and agree that no provision of this Settlement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

71. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

72. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

73. **Representation By Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

74. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

75. **Integration.** This Settlement Agreement and Addendum thereto contains the entire agreement between the Parties relating to the resolution of the PAGA claim. The Parties' separately executed Addendum includes an Individual Settlement Agreement as to Plaintiffs' individual claims and general release of claims against Defendant. Except for this Addendum Individual Settlement Agreement, all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged in this Settlement Agreement.

76. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

77. **Denial of Liability.** The Parties expressly recognize that the making of this agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation

or duty at law or in equity. Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

78. **Authorization and Voluntary Agreement.** Each of the Parties represents and warrants that (a) they are fully authorized to enter into this Agreement; (b) they have read and fully understand each of the provisions of this Agreement; (c) they have had the opportunity to rely, and/or have relied, upon the advice and representation of their legal counsel of their own choosing in entering into this Agreement; (d) they have signed the Agreement voluntarily, without any duress or undue influence on the part, or on behalf, of any Party; and (e) the terms of this Agreement are contractual and not merely recitals. Plaintiffs hereby are advised not to sign this Agreement before consulting with legal counsel.

IN WITNESS THEREOF, the Parties each acknowledge that she/he/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

Executed on December 19, 2024

Sergio Molina

ID jix2HX7wUYAo1cQSZ5uy8jiX

Plaintiff Sergio Molina

Executed on December 20, 2024

Fidel Robles

ID LEwyh72C3xEjFtcYyMrmU7SY

Plaintiff Fidel Robles

Executed on December 17, 2024

Crellyn Collister

ID wmep9DhzAUU4rs7Gr3DSpCkp

Crellyn Collister

Executed on December __, 2024

Josh Gruenberg

Josh Gruenberg
Gruenberg Law

Executed on December __, 2024

Defendant Swami's 101 LLC

By: _____

Its: _____

Executed on December __, 2024

Jaime Osuna

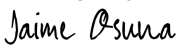
Executed on December __, 2024

Tracy Warren
Buchalter

or duty at law or in equity. Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

78. **Authorization and Voluntary Agreement.** Each of the Parties represents and warrants that (a) they are fully authorized to enter into this Agreement; (b) they have read and fully understand each of the provisions of this Agreement; (c) they have had the opportunity to rely, and/or have relied, upon the advice and representation of their legal counsel of their own choosing in entering into this Agreement; (d) they have signed the Agreement voluntarily, without any duress or undue influence on the part, or on behalf, of any Party; and (e) the terms of this Agreement are contractual and not merely recitals. Plaintiffs hereby are advised not to sign this Agreement before consulting with legal counsel.

IN WITNESS THEREOF, the Parties each acknowledge that she/he/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

Executed on December __, 2024	_____ Plaintiff Sergio Molina
Executed on December __, 2024	_____ Plaintiff Fidel Robles
Executed on December __, 2024	_____ Crellyn Collister
Executed on December __, 2024	_____ Josh Gruenberg Gruenberg Law
Executed on December ¹⁶ __, 2024	DocuSigned by:  CEFDFF678C9B494... Defendant Swami's 101 LLC By: Hulis Contreras Its: Director of Operations
Executed on December ¹⁷ __, 2024	DocuSigned by:  JAIIME OSUNA JAIIME OSUNA
Executed on December __, 2024	_____ Tracy Warren Buchalter

or duty at law or in equity. Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

78. **Authorization and Voluntary Agreement.** Each of the Parties represents and warrants that (a) they are fully authorized to enter into this Agreement; (b) they have read and fully understand each of the provisions of this Agreement; (c) they have had the opportunity to rely, and/or have relied, upon the advice and representation of their legal counsel of their own choosing in entering into this Agreement; (d) they have signed the Agreement voluntarily, without any duress or undue influence on the part, or on behalf, of any Party; and (e) the terms of this Agreement are contractual and not merely recitals. Plaintiffs hereby are advised not to sign this Agreement before consulting with legal counsel.

IN WITNESS THEREOF, the Parties each acknowledge that she/he/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

Executed on December 19, 2024

Sergio Molina

ID jix2HX7wUYAo1cQSZ5uy8jiX

Plaintiff Sergio Molina

Executed on December 20, 2024

Fidel Robles

ID LEwyh72C3xEjFtcYyMrmU7SY

Plaintiff Fidel Robles

Executed on December 17, 2024

Crellyn Collister

ID wmep9DhzAUU4rs7Gr3DSpCkp

Crellyn Collister

Executed on December ___, 2024

Josh Gruenberg
Gruenberg Law

Executed on December ___, 2024

Defendant Swami's 101 LLC

By: _____

Its: _____

Executed on December ___, 2024

Jaime Osuna

Executed on December ___, 2024

Tracy Warren
Buchalter

Exhibit A

Plaintiffs Sergio Molina, and Fidel Robles's (Plaintiffs") Motion for Approval of PAGA Settlement was heard by the Court on [REDACTED]. The Court having reviewed the Motion for Approval of PAGA Settlement, the PAGA Settlement Agreement and Release ("Settlement Agreement") attached as Exhibit A to the Declaration of [REDACTED] filed with Plaintiffs' motion, the papers, the arguments of counsel, and other evidence and matters presented, and good cause appearing:

IT IS HEREBY ORDERED that the Plaintiffs' Motion for Approval of PAGA Settlement is GRANTED, subject to the following findings and orders:

1. All terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. The Court here by approves the terms set forth in the Settlement Agreement for the settlement of PAGA claims in accordance with Labor Code section 2699(1)(2), and find that agreement is in all respects, fair, adequate, and reasonable and directs the parties to effectuate the PAGA settlement, according to the term set forth in the Settlement Agreement.

3. The Settlement Agreement is not an admission by Defendant or by any release party, nor is this order a finding of the validity of any allegations, or have any wrongdoing by Defendant, or at any other released parties. Neither this order, or the Settlement Agreement, nor any document refer to hearing, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used as, admission of fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant, or any of the release parties.

4. The Court authorizes the Settlement Administrator to calculate and pay the Individual PAGA Payments, in accordance with the terms of the Settlement Agreement

5. The Court approves the allocations and payment of Eighty-One Thousand Dollars (\$81,000) for the compromise of claims brought under PAGA, to be paid in accordance with the terms of the Settlement Agreement.

6. Under the terms of the Settlement Agreement, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency ("LWDA Payment"); the remaining amount of the PAGA Payment shall be distributed to the Aggrieved Employees in accordance with the terms of the settlement Agreement.

7. Checks for Aggrieved Employee Individual PAGA Payments sent to Aggrieved Employees shall be valid for 180 days after issuance. Funds remaining from any checks for any Individual PAGA Payments uncashed after 180 days will be disbursed to the California State Controllers' Office Unclaimed Property Fund.

8. The Court Approves reasonable attorneys' fees in the amount of \$27,000 to Plaintiff's counsel in the Action.

9. The Court approves reasonable costs in the amount of \$4,000 to Plaintiff's counsel in the Action.

11. The Court further orders that the Plaintiffs and the PAGA Settlement Members have released and forever discharge the Released Parties from and regarding the Released Claims, pursuant to the Settlement Agreement.

12. This Final Approval Order is entered, pursuant to the Settlement Agreement, and as intended to Effectuate the settlement more fully described in a Settlement Agreement, and

15. This Court maintains jurisdiction to adjudicate any matters related to this Order and the Agreement.

IT IS SO ORDERED.

The Clerk of the Court is hereby ordered to enter this Judgement

Date_____ **By**_____

Exhibit B

<<Mailing Date>>

To: <<First Name>><<Last Name>>

<<Address>>

<<City>> <<State>> <<Zip>>

Re: Individual PAGA Payment from *John Nolan, et al. v. Swami's 101 LLC et. al.*

San Diego County Superior Court, Case No. 37-2023-00045842-CU-OE-CTL

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<**amount of payment**>> ("Individual PAGA Payment"). This check is your payment from the settlement of a lawsuit entitled *John Nolan, et al. v. Swami's 101 LLC et. al.*, Case No. 37-2023-00045842-CU-OE-CTL ("Action"), pending in the Superior Court of California for the County of San Diego ("Court").

The lawsuit was filed by Sergio Molina, and Fidel Robles ("Plaintiffs"), current and former employees of Swami's 101 LLC ("Defendant"), on behalf of the State of California with respect to themselves and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the California Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"). Plaintiffs alleged that Defendant violated the California Labor Code and Industrial Welfare Commission Wage Orders by failing to properly pay all 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. Defendant denies these allegations and denies any wrongdoing of any kind associated with these allegations.

A settlement was reached between Plaintiffs and Defendant, on behalf of Plaintiffs, the State of California, and the following Aggrieved Employees: persons employed by Swami's 101, LLC Academy in California and classified as a non-exempt hourly employee who worked for Swami's 101, LLC at any time from August 16, 2022 to ____.

On <<Approval Date>>, the settlement was approved by the Court, with a portion to be paid to the State of California and a portion to be paid to the Aggrieved Employees. You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as an Aggrieved Employee. Your Individual PAGA Payment is based on the total number of pay periods that you worked as a PAGA Employee during the period between August 16, 2022 to _____. ("PAGA Period"). The Individual Settlement Check is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

By way of the settlement, you are deemed to fully release and forever discharge the Released Parties from the Released Claims. The "Released Parties" means Swami's 101, LLC and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates. The "Released Claims" means and refers to 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, from August 16, 2022 to _____, including for the failure to properly pay overtime wages, provide lawful meal periods or compensation in lieu thereof, authorize or permit lawful rest

breaks or provide compensation in lieu thereof, provide wages for all time work, provide reimbursement for business expenses, provide accurate itemized wage statements, and timely pay all wages during employment and upon separation of employment.

Your check is valid for 180 calendar days from the date of issuance, and if you do not cash, deposit, or otherwise negotiate the check within the 180-day timeframe, your Individual PAGA Payment will be cancelled and the funds will be transmitted to the State Controller's Office Unclaimed Property Fund in the name of the PAGA Employee whose check is voided.

Do not call or write the Court or Office of the Clerk of the Court to ask questions about the settlement. If you have any questions concerning the settlement, you may contact the Defense Counsel at <<INSERT CONTACT INFORMATION>>.