

1 CARROLL & ASSOCIATES, P.C.
2 Sheila Lamb Carroll (State Bar No. 142764)
3 Samantha I. Pranatadjaja (State Bar. No. 305383)
4 Dacia J. Cenat (State Bar No. 305161)
5 3600 American River Drive, Suite 205
6 Sacramento, CA 95864
7 Telephone: 916.488.5388
8 Facsimile: 916.488.5387
9 scarroll@thecarrollfirm.com
10 samantha@thecarrollfirm.com
11 dcenat@thecarrollfirm.com

12 Attorneys for Defendant
13 BENTO BOX ENTERPRISE, INC.

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GHENA AL-BAZIRGAN, individually on
behalf of herself and all others similarly
situated,

Plaintiffs,

v.

BENTO BOX ENTERPRISE, INC., a
California Corporation; and DOES 1-10,

Defendants.

Case No. 23CV005685

**PRIVATE ATTORNEYS' GENERAL
ACT SETTLEMENT AGREEMENT
AND RELEASE**

Complaint Filed: July 28, 2023
FAC Filed: December 5, 2023
Trial Date: June 22, 2026

This Private Attorneys' General Act Settlement Agreement and Release ("Settlement Agreement," "Settlement" or "Agreement"), is entered into by and between PLAINTIFF GHENA AL-BAZIRGAN ("Plaintiff"), on behalf of herself and as a representative of the State of California and the PAGA Members (as defined below), and DEFENDANT BENTO BOX ENTERPRISE, INC. ("Defendant") (collectively, the "Parties"), subject to approval by the Court. This Agreement is intended to fully, finally and forever resolve, discharge and settle the Released Claims, as defined herein, upon and subject to the terms and conditions of this Agreement.

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I. RECITALS

A. WHEREAS, Plaintiff is a former employee of Defendant. Plaintiff was employed by Defendant from approximately September 25, 2022 to June 9, 2023.

B. WHEREAS, on or about July 28, 2023, Plaintiff filed a Complaint for Damages against Defendant, entitled *Ghena Al-Bazirgan, individually, on behalf of herself and all others similarly situated vs. Bento Box Enterprise, Inc., a California corporation, and Does 1 through 10*, Sacramento Superior Court, Case No. 23CV005685. Plaintiff's Complaint raised the following claims against Defendant: (1) Failure to Pay Split Shift Premium Wages; (2) Failure to Furnish Accurate Itemized Wage Statements (Individual Only); (3) Failure to Timely Pay All Wages at Termination – Waiting Time Penalties (Individual Only); and (4) Unfair Business Practices.

C. WHEREAS, on or about August 7, 2023, Basham Law Group ("PAGA Representative Group Counsel") submitted a letter to the California Labor and Workforce Development Agency ("LWDA") on behalf of Plaintiff to notify the LWDA that Plaintiff intended to seek civil penalties under the Private Attorneys' General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA"). Specifically, Plaintiff alleged that Defendant scheduled split shifts without paying employees the split shift premium wages. Plaintiff notified the LWDA of her intent to seek civil penalties under PAGA based on Defendant's alleged violation of IWC Wage Order No. 5-2001, section 4(c).

D. WHEREAS, on or about December 5, 2023, Plaintiff filed a First Amended Complaint. Plaintiff's First Amended Complaint raised the following claims against Defendant: (1) Failure to Pay Split Shift Premium Wages; (2) Failure to Furnish Accurate Itemized Wage Statements (Individual Only); (3) Failure to Timely Pay All Wages at Termination – Waiting Time Penalties (Individual Only); (4) Unfair Business Practices; (5) Private Attorneys' General Act.

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1 E. WHEREAS, the Parties have negotiated and reached a settlement agreement and
2 release of the Action in its entirety. The settlement of Plaintiff's PAGA claim is described
3 herein. The Parties have agreed to enter a separate settlement and release agreement with
4 respect to Plaintiff's individual claims.

5 F. WHEREAS, this Settlement Agreement is made in compromise of disputed
6 claims. Defendant makes no admission of liability or any wrongdoing whatsoever.

7 G. WHEREAS, this Settlement Agreement is made for the sole purpose of settling
8 Plaintiff's PAGA claim on a representative basis. In the event that the Court does not approve
9 the Settlement Agreement, or a Judgment is not entered in this lawsuit, or the conditions
10 precedent are not met for any reason, this Settlement Agreement shall be deemed null and void
11 *ab initio*, shall be of no force or effect whatsoever, it shall not be referred to or utilized for any
12 purpose whatsoever, and the negotiations, terms and entry of the Agreement shall remain
13 subject to the provisions of California Evidence Code sections 1119 and 1152, Federal Rule of
14 Evidence 408 and/or any other analogous rules of evidence that might apply.

15 II. DEFINITIONS

16 A. "Action" refers to the First Amended Complaint, which is the operative
17 complaint in the case titled *Ghena Al-Bazirgan, individually, on behalf of herself and all others*
18 *similarly situated vs. Bento Box Enterprise, Inc., a California corporation, and Does 1 through*
19 *10*, Sacramento Superior Court, Case No. 23CV005685.

20 B. "Court" refers to the Superior Court for the State of California, County of
21 Sacramento.

22 C. "Compensable Pay Period" refers to each pay period during which a PAGA
23 Member performed work from August 2022 to August 2023.

24 D. "Defense Counsel" refers to Sheila Lamb Carroll and Samantha I. Pranatadjaja
25 of Carroll & Associates, PC.

26 E. "Effective Date" means the date of approval of the Settlement by the Court.

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1 F. **"Final Order"** refers to the order of the Court approving this Settlement on
2 substantially the terms provided herein or as the same may be modified by subsequent
3 agreement of the Parties.

4 G. **"Gross Settlement Amount"** shall be the amount which Defendant is obligated
5 to pay under this Agreement, which is Fourteen Thousand Eight Hundred Dollars and Zero
6 Cents (\$14,800.00).

7 H. **"Judgment"** refers to the judgment entered by the Court in conjunction with the
8 Final Order.

9 I. **"LWDA"** means the State of California Labor and Workforce Development
10 Agency.

11 J. **"Net Settlement Amount"** refers to the Gross Settlement Amount, less the
12 PAGA Representative Group Counsel's attorney's fees and costs as approved by the Court. To
13 the extent the Court does not approve the full requested amount of attorney's fees or litigation
14 costs, the Net Settlement Amount will increase accordingly.

15 K. **"PAGA"** refers to the Private Attorneys' General Act of 2004, California Labor
16 Code section 2698, *et. seq.*

17 L. **"PAGA Notice"** refers to the letter PAGA Representative Group Counsel sent
18 the LWDA on August 7, 2023 to give notice of Plaintiff's intent to seek civil penalties under
19 PAGA against Defendant.

20 M. **"PAGA Period"** means August 1, 2022 through August 31, 2023.

21 N. **"PAGA Representative Group" or "PAGA Member(s)"** consists of Plaintiff,
22 Lucas Malik, Duachee Lao, and Autumn Her.

23 O. **"PAGA Representative Group Counsel"** refers to Gary Basham of Basham
24 Law Group.

25 P. **"PAGA Representative Group Penalty Payment"** refers to the share of the
26 Settlement Amount to which a PAGA Member is entitled to receive pursuant to this Settlement.

27 Q. **"Payment Letter"** refers to a letter for transmission to each PAGA Member that
28 is substantially similar in context and form to that attached hereto as **Exhibit A**.

R. **"Released Parties"** means Bento Box Enterprise, Inc. and any past, present or future parent, subsidiary, affiliate, predecessor or successor, and all past, present and future agents, employees, officers, directors and attorneys thereof.

III. TERMS OF SETTLEMENT

A. Qualified Stipulation to Representative Group under PAGA.

The Parties stipulate, for settlement purposes only, to the establishment of a PAGA Representative Group. Should this Settlement not become effective for any reason, the fact that the Parties stipulated to the establishment of a PAGA Representative Group in this Agreement shall have no bearing on and shall not be admissible on the question of whether a representative action treatment is appropriate in a non-settlement context. Defendant has agreed to resolve the Action through this Settlement, but to the extent this Settlement is deemed void, Defendant does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations in the Action upon all procedural and factual grounds, including without limitation the ability to challenge representative action treatment on any grounds, as well as asserting any and all other potential defenses or privileges. Plaintiff and PAGA Representative Group Counsel agree that should this Settlement not become effective, Defendant retains and reserves these rights. Specifically, Plaintiff and PAGA Representative Group Counsel agree not to argue or present any argument that, in the event this Settlement is not approved in full, and to the extent it may be based upon any conditional agreements resulting from mediation and this Agreement, Defendant could not contest any representative action treatment on any grounds, or assert any and all other potential defenses and privileges if the Action were to proceed. Plaintiff and PAGA Representative Group Counsel hereby waive such arguments and agree they will not take a position contrary to this provision.

B. Settlement Agreement Procedure.

1. **Notice to LWDA.** The Parties agree that Plaintiff shall submit a Notice to the LWDA regarding this Settlement Agreement.

2. **Motion for Approval of PAGA Settlement And Dismissal of Class Action Allegations.** Within thirty (30) days of the Parties' execution of this Settlement Agreement,

1 Defendant shall file a Joint Motion for Approval of the PAGA Settlement. Plaintiff shall have
 2 the right to review and comment upon the Motion for Approval of the PAGA Settlement. The
 3 Parties will agree on the form of any proposed orders or notices to the PAGA Members, and
 4 shall work in good faith reasonably and promptly to present the Settlement Agreement to the
 5 Court for approval. Additionally, within thirty (30) days of the Parties executing this Settlement
 6 Agreement, Defendant shall file a Joint Stipulation to Remove Plaintiff's Class Action
 7 Allegations. Plaintiff's counsel, Gary Basham, shall cooperate with Defendant in drafting and
 8 signing the Joint Stipulation to Remove Plaintiff's Class Action Allegations.

9 **C. Attorneys' Fees and Litigation Costs.** The PAGA Representative Group
 10 Counsel will request that the Court award him attorney's fees in an amount of Four Thousand
 11 Nine Hundred Thirty-Three Dollars and Thirty-Three Cents (\$4,933.33). The PAGA
 12 Representative Group Counsel will also ask the Court to award him actual litigation costs
 13 incurred in the amount of Two Hundred Thirty-Seven Dollars and Eighty-One Cents (\$237.81).
 14 Defendant does not oppose such requests, which Plaintiff may address in a Joint Motion for
 15 Approval of PAGA Settlement Agreement before the Court. However, if the Court awards a
 16 lesser amount of attorney's fees and/or litigation costs, it shall not affect the terms of the
 17 Parties' Settlement, and any portion of the requested attorney's fees and/or litigation costs not
 18 approved shall become part of the Net Settlement Amount. Any award of attorney's fees and
 19 costs shall include and satisfy all past and future fees and costs incurred to prosecute, settle, and
 20 administer this Settlement Agreement, including obtaining the Final Order and Judgment. Under
 21 no circumstances shall Defendant pay more than the Gross Settlement Amount under this
 22 Agreement. The Defendant shall issue PAGA Representative Group Counsel an IRS Form 1099
 23 for its award of attorney's fees.

24 **D. Payment of PAGA Penalties.** The Net Settlement Amount is \$9,628.86.
 25 Pursuant to PAGA, seventy-five percent (75%) of the Net Settlement Amount (\$7,221.65) shall
 26 be distributed to the LWDA ("LWDA Penalty Payment") and the remaining twenty-five percent
 27 (25%) of the Net Settlement Amount (\$2,407.21) shall be distributed to the PAGA Members
 28 ("PAGA Representative Group Penalty Payment").

1 All PAGA Members shall be paid their PAGA Representative Group Penalty Payment.
 2 PAGA Representative Group Penalty Payment amounts shall be based on a formula taking into
 3 account the number of each PAGA Member's Compensable Pay Periods. Based on data
 4 supplied by Defendant and Defense Counsel and reviewed by Plaintiff's counsel, the majority
 5 of the alleged violations occurred during a few pay periods over a one-year period. As such, the
 6 amount paid to each PAGA Member will be paid as follows: Plaintiff (\$693.60); Lucas Malik
 7 (\$408.00); Duachee Lao (\$367.21); and Autumn Her (\$938.40)¹.

8 The PAGA Representative Group Penalty Payments are civil penalties, shall be reported
 9 on an IRS Form 1099, and will not be subject to local, state, or federal tax withholdings. Each
 10 PAGA Member will be responsible for paying all applicable local, state, and federal income
 11 taxes on all amounts received pursuant to this Settlement, and they shall not seek any
 12 indemnification from the Released Parties in this regard. The PAGA Representative Group
 13 Penalty Payments are not being made for any other purpose and will not be construed as
 14 compensation for purposes of determining eligibility for any health and welfare benefits or
 15 unemployment compensation.

16 **E. Release of Claims.** Upon the payment of the Gross Settlement Amount to the
 17 Plaintiff, PAGA Members, and PAGA Representative Group Counsel by Defendant, Plaintiff
 18 and the State of California, on behalf of all PAGA Members, will fully release and discharge
 19 Defendant and other Released Parties from any and all claims for civil penalties under PAGA
 20 that were or could have been recovered based on the facts alleged in the PAGA Notice to the
 21 LWDA and included in the PAGA Cause of Action (collectively, "Released Claims"). The
 22 Released Claims include all claims that were or could have been alleged in the PAGA Notice to
 23 the LWDA and included in the Action for civil penalties under PAGA for California Labor
 24 Code violations.

25 **F. Binding Effect of Settlement.** This Settlement shall be enforceable, binding
 26 upon and inure to the benefit of the respective Parties, their respective legal successors, heirs,
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28 ¹ These PAGA Representative Group Penalty Payment amounts are subject to adjustment based on the Court's
 award of PAGA Representative Group Counsel's attorney's fees and litigation costs.

administrators, executors, assigns and each of them. Upon the Court's approval, all PAGA Members will be bound by the terms and conditions of this Agreement, the Final Order, the Judgment, and the releases provided herein. The Judgement is intended to have res judicata effect with respect to the Released Claims.

G. Settlement Termination.

1. Grounds for Settlement Termination. In accordance with the procedures specified herein, this Agreement may be terminated solely on the following grounds: Any Party may terminate the Agreement if the Court declines to enter the Final Order or Judgment in substantially the form submitted by the Parties (incidental or minor changes to any PAGA Payment Letter ordered by the Court are not grounds for termination). or the Settlement as agreed does not become final for any other reason. The terminating Party shall give written notice to the other Party no later than ten (10) days after the Court acts. The recovery of attorney's fees and costs by PAGA Representative Group Counsel are terms of this Agreement, but the allowance or disallowance by the Court of an award of attorney's fees and/or costs shall not be grounds for terminating this Settlement.

2. Effect of Settlement Termination. Valid termination shall have the following effects: (a) the Settlement Agreement shall be terminated and shall have no force or effect, and no Party shall be bound by any of its terms, except as otherwise provided herein; (b) the Final Order and Judgment shall be vacated; (c) the Settlement Agreement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to the Settlement; (d) this Settlement Agreement, any filings in furtherance of the Settlement shall not be admissible or offered into evidence in the Action or any other action for any purpose whatsoever; and (e) Defendant shall have no obligation to pay any amounts set forth in this Agreement.

H. Settlement Payment Procedure. This shall be an all-in Settlement without reversion. PAGA Members will be automatically paid without submitting any claim form.

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1 1. PAGA Representative Group Counsel will advise Defense Counsel as to the
2 amount of attorney's fees and litigation costs awarded by the Court.

3 2. Provided the Court approves this Settlement, the Defendant shall pay the
4 Gross Settlement Amount by the later of the following two dates/events, December 1, 2025 or
5 within fourteen (14) days after the Court approves this Settlement, and as follows:

- 6 • PAGA Representative Group Penalty Payments: A check payable to each
7 qualifying PAGA Member in the amount of his or her PAGA Representative
8 Group Penalty Payment and delivered to each PAGA Member, except that
9 the check to Plaintiff shall be delivered to her counsel, Basham Law Group,
10 13389 Folsom Blvd, Suite 300, #339, Folsom, California 95630.
- 11 • PAGA Representative Group Counsel's attorney's fees and litigation costs: A
12 check payable to Basham Law Group and delivered to Basham Law Group,
13 13389 Folsom Blvd, Suite 300, #339, Folsom, California 95630.
- 14 • LWDA Penalty Payment: A check payable to the LWDA and delivered to the
15 LWDA.

16 **I. No Admission.** By agreeing to this Settlement, Defendant denies that it has
17 engaged in any unlawful activity, that it failed to comply with the law in any respect, that it has
18 any liability to anyone based on the claims asserted in the Action, and but for this Settlement,
19 Defendant denies that Plaintiff could proceed on her claims on a representative basis. This
20 Agreement is entered into solely for the purposes of comprising highly-disputed claims.
21 Nothing in this Agreement is intended or shall be construed as an admission of liability or
22 wrongdoing by Defendant. This Settlement Agreement is a settlement document and shall,
23 pursuant to California Evidence Code Section 1152 and/or Federal Rule of Evidence 408 and/or
24 any other similar law, be inadmissible as evidence against the Released Parties in any
25 proceeding, except upon an action to approve the Settlement and/or interpret or enforce the
26 Settlement Agreement.

27 **J. Publicity.** Plaintiff and PAGA Representative Group Counsel shall not issue a
28 press release or otherwise notify the media or the public about the terms of the Settlement or

1 advertise or market any of the terms of the Settlement through written, recorded or electronic
2 communications. Plaintiff and PAGA Representative Group Counsel further agree that if
3 contacted in writing regarding this case, they will state only that the lawsuit exists and has been
4 resolved. This provision does not prevent PAGA Representative Group Counsel from
5 communicating with PAGA Members and/or taking any step necessary to obtain approval of the
6 Settlement.

7 **K. Interim Stay of Proceedings.** Pending completion of the settlement process, the
8 Parties agree to a stay of all proceedings in the Action except such as are necessary to
9 implement the Settlement itself.

10 **L. Notices.** All notices, requests, demands and other communications required or
11 permitted to be given pursuant to this Agreement shall be in writing and, except as provided
12 elsewhere in this Agreement or in any communication to PAGA Members, shall be delivered
13 personally or via postage prepaid first-class mail as follows:

14 If to Plaintiff and PAGA
15 Representative Group Counsel:
16 Gary Basham
17 gary@bashamlawgroup.com
18 Basham Law Group
19 13389 Folsom Blvd, Ste. 300, #339
Folsom, CA 95630

If to Defendant and Defense Counsel:
Sheila L. Carroll &
Samantha I. Pranatadjaja
scarroll@thecarrollfirm.com
samantha@thecarrollfirm.com
Carroll & Associates, PC
3600 American River Drive, Ste. 205
Sacramento, CA 95864

20 **M. Retention of Jurisdiction by the Court.** Following entry of the Final Order and
21 Judgment pursuant to this Settlement Agreement, the Court shall retain jurisdiction for the
22 purpose of addressing any issues which may arise with respect to settlement administration or
23 the enforcement of the terms of this Settlement Agreement.

24 **N. Entire Agreement.** This Settlement Agreement sets forth the entire agreement
25 of the Parties with respect to Plaintiff's PAGA claim and supersedes any and all other prior
26 agreements and all negotiations leading up to the execution of this Settlement Agreement with
27 respect to Plaintiff's PAGA claim, whether oral or written, regarding the subjects covered
28 herein. With respect to Plaintiff's PAGA claim, the Parties acknowledge that no representations,

1 inducements, promises or statements relating to the subjects covered herein, oral or otherwise,
2 have been made by any of the Parties or by anyone acting on behalf of the Parties which are not
3 embodied or incorporated by reference herein, and further agree that no other agreement,
4 covenant, representation, inducement, promise or statement relating to the subjects covered
5 herein not set forth in writing in this Settlement Agreement have been made. The Parties shall
6 execute a separate settlement agreement regarding Plaintiff's individual claims in the Action.

7 **O. Reasonable Cooperation.** The Parties shall support the Settlement and its
8 approval by the Court. The Parties shall provide reasonable cooperation with one another and
9 the Settlement Administrator in implementing this Settlement, including but not limited to
10 providing information and executing documents necessary to effectuating its purpose.

11 **P. Tax Treatment.** The Parties make no representations as to the tax treatment or
12 legal effect of the payments specified in this Agreement and PAGA Members are not relying on
13 any statement or representation by the Parties, the PAGA Representative Group Counsel or
14 Defense Counsel in this regard. PAGA Members will be responsible for the payment of all taxes
15 and penalties assessed on the payments specified herein and shall hold the Parties, the PAGA
16 Representative Group Counsel and Defense Counsel free and harmless and against any claims
17 resulting from treatment of such payments as non-wages including the treatment of such
18 payments as not subject to withholding or deduction for payroll and employment taxes.

19 **Q. Circular 230 Disclaimer.** The Parties acknowledge and agree: (1) no provision
20 of this Settlement and no written communication or disclosure between or among the Parties,
21 the PAGA Representative Group Counsel or Defense Counsel and other advisors is or was
22 intended to be, nor shall any such communication or disclosure constitute or be construed or be
23 relied upon as, tax advice within the meaning of United States Treasury Department Circular
24 230 (31 C.F.R. Part 10, as amended); (2) the acknowledging party (a) has relied exclusively
25 upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in
26 connection with this Settlement, (b) has not entered this Settlement based on the
27 recommendation of any other party or any attorney or advisor to any other party, and (c) is not
28 entitled to rely upon any communication or disclosure by any attorney or advisor to any other

1 party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no
2 attorney or advisor to any other party has imposed any limitation that protects the
3 confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such
4 limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or
5 tax structure of any transaction, including any transaction contemplated by this Settlement.

6 **R. Fair Adequate and Reasonable Settlement.** The PAGA Representative Group
7 Counsel submits that this Settlement is fair, adequate and reasonable settlement of the PAGA
8 Claim in the Action, and that the Parties have arrived at this Settlement after extensive arm's-
9 length negotiations, taking into account all relevant factors, present and potential.

10 **S. Miscellaneous.**

11 **1. Modification or Amendment of Settlement.** This Settlement Agreement may
12 not be modified, amended or altered except in a writing signed by each Party whose rights or
13 obligations hereunder would be affected thereby or by that Party's authorized legal
14 representative, or as ordered by the Court.

15 **2. Choice of Law.** The Parties agree that this Settlement Agreement shall in all
16 respects be interpreted, enforced and governed by the laws of the State of California without
17 regard to any conflicts of law principles or rules that would invoke or impose the laws of any
18 other state or jurisdiction. Any claim or action arising out of or relating to this Settlement
19 Agreement, or an alleged breach thereof, shall be brought in a court of competent jurisdiction
20 situated in Sacramento, California.

21 **3. Construction.** This Settlement Agreement is entered into freely and
22 voluntarily without duress or undue pressure or influence of any kind or nature whatsoever and
23 neither Plaintiff, nor the PAGA Members, nor Defendant has relied on any promises,
24 representations or warranties regarding the subject matter hereof other than as set forth in this
25 Agreement. Each Party has been represented by counsel in the settlement negotiations leading
26 up to, and in connection with the preparation and execution of, this Settlement Agreement. The
27 headings in this Agreement are included for convenience only and shall not be given weight in
28 its construction. The Parties acknowledge and agree that all Parties had an equal hand in

1 drafting this Settlement Agreement so that it shall not be deemed to have been prepared or
2 drafted by one Party or another. All Parties waive the provisions of California Civil Code
3 section 1654, which provides, in pertinent part, that "the language of a contract should be
4 interpreted most strongly against the Party who caused the uncertainty to exist."

5 **4. Execution in Counterparts.** This Settlement Agreement may be executed in
6 counterparts, each of which shall be deemed an original, and all of which together shall
7 constitute one and the same instrument. Any signature to this Agreement transmitted by digital
8 signature and/or facsimile and any copies of any signatures are valid and binding.

9 **5. Authority.** The individuals signing this Settlement Agreement represent and
10 warrant that they are duly authorized to do so. The Parties likewise represent and warrant that
11 they have the authority to execute this Settlement Agreement and to take all appropriate action
12 required and permitted to be taken by this Settlement Agreement, except such action that is the
13 prerogative of the Court.

14 **6. No Prior Assignment.** The Parties hereto represent, covenant, and warrant
15 that they have not directly or indirectly, assigned, transferred, encumbered, or purported to
16 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
17 action, cause of action or rights herein released and discharged except as set forth herein.

18 **7. Invalidity of Any Provision.** Before declaring any term or provision of this
19 Settlement invalid, the Parties request that the Court first attempt to construe the terms or
20 provisions as valid to the fullest extent possible consistent with applicable precedents so as to
21 define all provisions of this Settlement and valid and enforceable.

22 **8. Binding Nature of PAGA Settlement.** Plaintiff has the authority to execute
23 this Settlement Agreement on behalf of all PAGA Members.

24 **NOW, IN WITNESS THEREOF,** this Settlement Agreement, consisting of fourteen
25 (14) pages, has been duly executed by and on behalf of the Parties as of the date of execution by
26 all Parties.

27
28

9/18/2025

Dated: _____

Signed by:

Ghena Al-Bazirgan
B630E26306C4448

GHENA AL-BAZIRGAN, on behalf of
herself and the PAGA Members

Dated: Sep 29, 2025

Eunja Lee

EUN JA LEE, President of Bento Box
Enterprise, Inc.

APPROVED AS TO FORM AND CONTENT:

Dated: 9/30/2025

Sheila Lamb Carroll

Sheila Lamb Carroll (SBN: 142764)
Samantha I. Pranatadjaja (SBN: 305383)
Dacia J. Cenat (SBN: 305161)
Attorneys for Defendant BENTO BOX
ENTERPRISE, INC.

Dated: 9-18-25

Gary R. Basham

Gary R. Basham (SBN: 130119)
Attorneys for Plaintiff GHENA AL-
BAZIRGAN

EXHIBIT A

EXHIBIT A

Payment Letter with Notice of PAGA Settlement and Release of Claims

Ghena Al-Bazirgan v. Bento Box Enterprise, Inc., Case No. 23CV005685

I. NOTICE OF PAGA SETTLEMENT

The Sacramento County Superior Court (the "Court") has approved a settlement in the above-captioned action filed by Plaintiff Ghena Al-Bazirgan ("Plaintiff") on behalf of herself and all other aggrieved employees ("PAGA Members") against Defendant Bento Box Enterprise, Inc. ("Defendant").

In this lawsuit, Plaintiff claims Defendant failed to comply with requirements of the California Labor Code relating to split shifts. Specifically, Plaintiff alleges that Defendant scheduled split shifts without paying employees the split shift premium wages. Plaintiff is solely seeking civil penalties on behalf of the California Labor and Workforce Development Agency ("LWDA") and other aggrieved employees under the Private Attorneys General Act ("PAGA").

The gross settlement amount is \$14,800.00. Under the PAGA settlement, the following amounts will be deducted before any payments are made to the PAGA Members and the State of California:

- Attorneys' Fees – up to 4,933.33.
- Costs of Suit – up to \$237.81.

After these deductions, a net settlement fund of approximately \$9,628.86 will remain. Pursuant to PAGA, seventy-five percent (75%) of the net settlement amount (\$7,221.65) shall be distributed to the LWDA and the remaining twenty-five percent (25%) of the net settlement amount (\$2,407.21) shall be distributed to the PAGA Members.

The Court has not made a determination about Plaintiff's split shift allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim.

Defendant makes no admission of liability or any wrongdoing whatsoever and settled the PAGA action solely for the purposes of compromising and avoiding the cost and operational burden of continued litigation.

You are receiving this Notice because you are in the group of employees referred to as the "PAGA Members" or "PAGA Representative Group," which includes Plaintiff, Lucas Malik, Duachee Lao, and Autumn Her.

The "PAGA Period" is defined as August 1, 2022 through August 31, 2023.

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

You worked _____ pay periods during the PAGA Period. The total amount of pay periods worked by all PAGA Members during the PAGA Period is 59.

Accordingly, your individual PAGA payment is estimated to be \$_____.

Each individual PAGA payment was calculated on a pro rata basis (*i.e.*, proportional) based on the number of pay periods worked by each PAGA Member in the PAGA Period divided by the total number of pay periods worked by all PAGA Members.

III. RELEASE

"Released Parties" means Defendant and its former, present and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, successors, assigns, accountants, insurers, or legal representatives.

The Court has approved the parties' PAGA Settlement Agreement and Release ("Settlement"). By operation of the Settlement's terms, all PAGA Members will release the Released Parties from any and all claims under the PAGA which arose during the PAGA Period and were or could have been alleged in the PAGA Notice to the LWDA and included in the Action for civil penalties under PAGA for California Labor Code violations ("PAGA Released Claims").

The PAGA Released Claims include, but are not limited to, claims under the PAGA based on Defendant's alleged failure to pay split shift premium wages, as well as claims for attorneys' fees, costs, or interest resulting therefrom.

Upon entry of the Order approving the Settlement, any PAGA Member covered by this Agreement will be barred from proceeding with any claim released by this Settlement.

IV. TAX INFORMATION

For tax purposes, the PAGA payments to the PAGA Members will be allocated 100% to settlement of claims for penalties, which will be paid without withholding any amount and shall be reported on an IRS Form 1099. IRS Forms 1099 (and the equivalent California forms) will be distributed to reflecting the payments they receive under the Settlement. PAGA Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

V. ADDITIONAL INFORMATION

Please do not call the Court about this notice. Should you have any questions about this notice, you may contact the attorney prosecuting this case on behalf of the State of California and the PAGA Members:

Gary Basham
gary@bashamlawgroup.com
Basham Law Group
13389 Folsom Blvd, Ste. 300, #339
Folsom, CA 95630

2025 Sept 18 FINAL Bento PAGA SA x by P

Final Audit Report

2025-09-30

Created:	2025-09-18
By:	Lindsey Dickinson (ldickinson@thecarrollfirm.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAkhE2jb-C_ShGx2u4zoMmgxQngPH8D5Ja

"2025 Sept 18 FINAL Bento PAGA SA x by P" History

-  Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)
2025-09-18 - 6:56:41 PM GMT
-  Document created by Lindsey Dickinson (ldickinson@thecarrollfirm.com)
2025-09-18 - 11:51:56 PM GMT
-  Document emailed to Bento Box (bentoboxnumber3@gmail.com) for signature
2025-09-18 - 11:52:40 PM GMT
-  Email viewed by Bento Box (bentoboxnumber3@gmail.com)
2025-09-30 - 0:21:37 AM GMT
-  Signer Bento Box (bentoboxnumber3@gmail.com) entered name at signing as Eunja Lee
2025-09-30 - 0:22:21 AM GMT
-  Document e-signed by Eunja Lee (bentoboxnumber3@gmail.com)
Signature Date: 2025-09-30 - 0:22:23 AM GMT - Time Source: server
-  Agreement completed.
2025-09-30 - 0:22:23 AM GMT