PAGA SETTLEMENT AGREEMENT[i]

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs John Fuentes and Jason Sadik ("Plaintiffs"), on behalf of similarly situated aggrieved PAGA members, and Defendants So-Cal Dominoids, Inc. and Dominoids, Inc. ("Defendants"). The Agreement refers to Plaintiffs and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" the matter entitled *John Fuentes and Jason Sadik v. So-Cal Dominoids, Inc. et al.,* San Diego County Superior Court Case 24CU019632C, filed on or about October 28, 2024.

1.2 "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "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.

1.4 "Aggrieved Employees" consists of all non-exempt employees who are or were employed by Defendants as "Drivers" in the State of California during the PAGA Period (defined below).

1.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession including the Aggrieved Employee's name, last-known mailing address, Social Security number and number of PAGA Pay Periods.

1.6 "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.

1.7 "Court" means the Superior Court of California, County of San Diego.

1.8 "Defense Counsel" means James C. Fessenden and Keia James Atkinson of Fisher & Phillips LLP.

1.9 "Effective Date" means the date by when the Court enters a Judgment on its Order Approving the PAGA Settlement.

1.10 "Gross Settlement Amount" means seven hundred and fifty-five thousand dollars ($755,00.00) which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay the representative awards, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administrator's Expenses Payment. The remaining funds from the Gross Settlement Amount shall be the Net Settlement Amount (Sect. 1.15 below).

1.11 "Individual PAGA Payments" mean the Aggrieved Employees' pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employees each worked during the PAGA Period.

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

1.13 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (a).

1.14 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (m).

1.15 "Net Settlement Amount" means the remining funds from the Gross Settlement Amount, less the representative awards, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administrator's Expenses Payment. The following payments will be made from the Net Settlement Amount in the amounts approved by the Court: Individual PAGA Payments and the LWDA PAGA Payment.

1.16 "PAGA Counsel" means Reuben D. Nathan of Nathan & Associates, APC, and Brian J. Kowalski of Kowalski Employment Law Corp., the attorneys representing the Plaintiffs in the Action.

1.17 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.18 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.19 "PAGA Period" means the period from January 24, 2022, through the Effective Date.

1.20 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).

1.21 "PAGA Notices" means Plaintiffs' September 27, 2023, February 4, 2025, and May 5, 2025, letters to Defendants and the LWDA providing notice pursuant to Labor Code section 2698, *et seq*.

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

1.23 "Plaintiffs" means John Fuentes and Jason Sadik, the named plaintiffs in the Action.

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

1.25 "Released PAGA Claims" means the claims being released by the Plaintiffs and PAGA

Counsel and as described in Paragraph 5 below.

1.26 "Released Parties" means Defendants, and each of Defendants' former and present directors (including but not limited to Ommid Ferdows), officers (including but not limited to Ommid Ferdows), shareholders (including but not limited to Ommid Ferdows), owners, employees, members, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, and affiliates.

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

1.28 "Defendants" means named Defendants So-Cal Dominoids, Inc. and Dominoids, Inc.

2. RECITALS.

2.1 On September 27, 2023, pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs gave timely written notice to Defendants and the LWDA by submitting the PAGA Notice.

2.2 On October 28, 2024, Plaintiffs commenced this Action by filing a Complaint alleging a claim for civil penalties for violations of the Labor Code (Cal. Lab. Code, § 2698, *et seq.*) ("Initial Complaint"). Specifically, Plaintiffs' Complaint identified violations of the Labor Code, including, but not limited to Labor Code §§ 201-203, 204, 204.1, 204.2, 205, 205.5, 208, 210, 212, 216, 218, 218.6, 221, 222, 223, 224, 225.5, 226, 226.3, 226.7, 227.3, 233, 234, 245-248.5, 246, 247, 247.5, 351, 353, 432.5, 510, 512, 558, 1024.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1199, 2698, 2699, 2751, 2800, 2802, *et seq.*, 2810.5, and IWC Wage Order No. 4-2001 and 8 Cal. Code Reg. Section 11040. Defendants deny the allegations in the Initial Complaint, denies any failure to comply with the laws identified in the Initial Complaint, and denies any and all liability for the causes of action alleged.

2.3 On January 15, 2025, Plaintiffs amended their Initial Complaint to remove claims alleged on class-wide basis and include a single claim for civil penalties for violations of the Labor Code under PAGA. ("First Amended Complaint").

2.4 On February 4, 2025, Plaintiffs submitted a First Amended Notice of Violations Pursuant to California Labor Code Section 2698, *et seq.* to Defendants and the LWDA ("First Amended PAGA Notice"). In addition to the Labor Code violations alleged in their Initial Complaint, Plaintiffs' First Amended PAGA Notice alleged violations of Labor Code §§ , 221-223 *et seq.*, 226.6, 248.2, 248.6, 256, 432, 432.7, 558.11198.5, 2699.3, 2699.5, 2800, *et seq.*, and 2804; ICRAA-CA Civil Code 1786, *et seq.*; FCRA 15 U.S.C. 1681 *et seq.*; Industrial Wage Order No. 7. Plaintiffs also amended the references to Industrial Wage Order 4-2001 and/or 8 Cal. Code Reg Section 11040 alleged in their Initial Complaint with Industrial Wage Order 5- 2001/8 Cal. Code Reg. Section 11050.

2.5 On February 5, 2025, the Parties attended a full day mediation with Douglas Leach; as a result of and following this mediation, the Parties continued negotiations and agreed to resolve this matter for a negotiated sum.

2.6 On May 5, 2025, Plaintiffs submitted a Second Amended Notice of Violations Pursuant to California Labor Code Section 2698, *et seq*. to Defendants and the LWDA ("Second Amended PAGA Notice"). In addition to the Labor Code violations alleged in their First Amended PAGA Notice, Plaintiffs' Second Amended PAGA Notice alleged violations of Labor Code §§ 200, 218, 218.5, 218.6, 224, 226.2, 246.5, 249, 551-553, 1182.12, and 2751.

2.7 On May 28, 2025, Plaintiffs filed a Second Amended Complaint for civil penalties pursuant to Labor Code section 2698, *et seq*. alleging violations of all the Labor Code sections claimed in their Second Amended PAGA Notice. ("Operative Complaint").

2.8 The Parties have entered into a separate Confidential Settlement Agreement and Release (the "Individual Settlement Agreement") regarding Plaintiffs' individual, non-PAGA claims. In the Individual Settlement Agreement, Plaintiffs provide a general release and expressly waive and relinquish, among other things, the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay seven hundred and fifty-five thousand dollars ($755,000.00) and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 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 Defendants.

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 one-third (33.33%), which is currently estimated to be $251,666.64, and PAGA Counsel Litigation Expenses Payment not to exceed $15,000.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs 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 for 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 Plaintiffs' 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 hold 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 \$20,000.00 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 \$20,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 To the Plaintiffs: A representative award to Plaintiffs Jason Sadik and John Fuentes in an amount not to exceed \$7,500.00 each, except for a showing of good cause and as approved by the Court. The representative award is intended to compensate Plaintiffs John Fuentes and Jason Sadik for their time, effort, initiative and risk incurred on behalf of all Aggrieved Employees and to compensate them for their general release of claims. To the extent the Court approves payment less than \$7,500.00 to each Plaintiff, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount presently estimated as \$ 453,333.36 to be paid from the Net Settlement Amount, with 75% (\$340,000.02) allocated to the LWDA PAGA Payment and 25% (\$113,333.34) allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$113,333.34) 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.

3.2.4.2 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 and Escalator Clause. Based on a review of its records, the Parties estimate there are 107,230 pay periods worked by the Aggrieved Employees during between January 24, 2022 and January 27, 2025. Should the number of pay periods increase by more than 10%, the payout will increase proportionately over the 10% grace (i.e., meaning if the pay periods increase by 11% the settlement will increase by 1%). However, if the escalator clause is triggered, Defendants may alternatively choose to end the PAGA Period on the date that the increase would otherwise be triggered.

4.2 Aggrieved Employee Data. Within 30 days of the Effective Date, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have 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. Without any extension of the deadline by which Defendants 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. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 120 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments along with a cover letter agreed to by the Parties and approved by the Court ("Cover Letter"), in substantially the same form attached hereto as **Exhibit A**, the LWDA PAGA Payment, the Administration Expenses Payment, the representative award, and wire of the PAGA Counsel Fees Payment to Nathan & Associates, APC and the PAGA Counsel Litigation Expenses Payment.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees along with the Cover Letter 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 along with the Cover Letter 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 aggrieved employees who have cashed their checks, on a pro rata basis.

4.4.4 The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiffs, the Aggrieved Employees and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Release by Aggrieved Employees:

All Aggrieved Employees will be bound by a release of all claims for civil penalties that were alleged or could have been alleged in the Operative Complaint and PAGA Letters under the Labor Code and PAGA (including but not limited to failure to timely pay wages upon separation; failure to timely pay wages during employment; failure to maintain accurate employment records; failure to provide complete and accurate wage statements; failure to pay minimum and overtime wages; failure to provide meal periods and authorize and permit rest breaks; failure to reimburse expenses; failure to provide paid sick days; failure to provide suitable resting facilities; failure to provide suitable seating; unlawful deductions; failure to provide reporting time pay; failure to pay all gratuities; maximum hours of work; failure to pay or provide vested vacation time/paid time off; and unlawful employment contracts) and that arose during the PAGA Period. Without limiting the generality of the foregoing, the Aggrieved Employees' release includes a full release of all claims under Labor Code sections 201-203, 204, 204.1, 204.2, 205, 205.5, 208, 210, 212, 216, 218, 218.6, 221, 222, 223, 224, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 233, 234, 245-248.5, 248.2, 248.6, 256, 432, 432.7, 558, 1198.5, 2699.3, 2699.5, 2800, *et seq*.246, 247, 247.5, 351, 353, 432.5, 510, 512, 558, 1024.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1199, 2698, 2699, 2751, 2800, 2802, 2804, *et seq*., 2810.5, as well as IWC Wage Order No. 4-2001 and 8 Cal. Code Reg. Section 11040.; ICRAA-CA Civil Code 1786, *et seq*.; FCRA 15 U.S.C. 1681 *et seq*.; Industrial Wage Order No. 7; and Industrial Wage Order No. 5 and 8 Cal. Code Reg. Section 11050. Without limiting the generality of the foregoing, the Aggrieved Employees' release includes a full release of any and all claims and theories alleged in any operative complaint and any letter written to the Labor & Workforce Development Agency.

5.2 Release by Plaintiffs

Plaintiffs hereby state and agree that it is Plaintiffs' intention in executing this Agreement that the same shall be effective as a bar to each and every claim, demand, cause of action, obligation, damage, liability, charge, and attorney's fees and costs herein above released. Excluding Plaintiff Jason Sadik's individual claims (whistleblower, retaliation, and wrongful termination) as alleged in his individual lawsuit entitled *Sadik v. Dominoids, et* *al.*, Case No. 24-CU-019214C, Plaintiffs hereby expressly waive and relinquish all rights and benefits, if any, arising under the provisions of Section 1542 of the Civil Code of the State of California which provides:

> **Section 1542. [Certain Claims Not Affected By General Release.] A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

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.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (s)(3)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) 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 Plaintiffs, PAGA Counsel or Defense Counsel; (iii) 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 (Lab. Code, §2699, subd. (l)(1)), and this Agreement (Lab. Code, § 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel is 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 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 Order to the Administrator

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected 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.
Based on its records, Defendants estimate that there are 4,302 Aggrieved Employees who worked 107,230 Pay Periods between January 24, 2022 and January 27, 2025.

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.

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 and 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, and 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 have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs 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 reserve all available defenses to the claims in the Action, and Plaintiffs reserve 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 all Parties and their counsel, this Agreement together with its attached exhibit 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 Plaintiffs 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 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

10.6 No Tax Advice. Neither Plaintiffs, 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.

10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11 Confidentiality. Plaintiffs and PAGA Counsel agree that they have not and will not publish or report the resolution of this case identifying Plaintiffs or Defendants or any related person or entity by name. PAGA Counsel shall not report the resolution of this case in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiffs, the claims of the Aggrieved Employees, or the resolution of this case on their website which identify Plaintiffs or Defendants by name, and shall not contact any reporters or media regarding the resolution of this case. However, PAGA Counsel is authorized to make disclosure to the Court and the LWDA for the purpose of obtaining approval of the settlement and may discuss the settlement with the Aggrieved Employees and the Administrator. This disclosure is limited to court filings and LWDA submissions and neither Plaintiffs, PAGA Counsel, nor their representatives are permitted to disseminate or publish, distribute or discuss the information provided to the Court in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court. Plaintiffs may disclose the terms of the Settlement with his tax advisor, attorneys, and spouse. PAGA Counsel may disclose the fact of their representation in this matter in their fee applications.

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants 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 California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data. That notwithstanding, nothing herein shall require PAGA Counsel to violate any applicable rule of professional conduct concerning retention of client files and / or documents.

10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Nathan & Associates, APC
ATTN: Reuben D. Nathan
2901 W. Coast Highway, Suite 200
Newport Beach, CA 92663

To Defendants:

Fisher & Phillips LLP
Attn: James C. Fessenden
4747 Executive Drive, Suite 1000
San Diego, CA 92121

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

DocuSigned by:
261086096D684E8...
JOHN FUENTES

6/19/2025
(date)

FOR SO-CAL DOMINOIDS, INC.

6-19-25
(date)

DocuSigned by:
D3202380A01E411...
JASON SADIK

6/19/2025
(date)

FOR DOMINOIDS, INC.

6-19-25
(date)

EXHIBIT A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

Re: Payment From *John Fuentes, et al. v. So-Cal Dominoids, Inc., et al.*
Case No. 24CU019632C (San Diego County Superior Court)

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled John Fuentes, et al. v. So-Cal Dominoids, Inc., et al., Case No. 24CU019632C (San Diego County Superior Court) (the "Action").

The Action was filed against Defendants So-Cal Dominoids, Inc. and Dominoids, Inc. ("Defendants"). The Action was brought by employees of Defendants on behalf of the State of California and all allegedly "aggrieved employees" of Defendants pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called "PAGA"). You have been identified as one of the employees on whose behalf the case was brought.

The Plaintiffs in the Action claimed that Defendants owed civil penalties recoverable under PAGA for alleged violations of the California Labor Code and California Wage Orders. Defendants deny that they violated the Labor Code or California Wage Orders. Moreover, in agreeing to this settlement, Defendants do not admit that it is liable in any way for any penalties.

The Court has not ruled on the merits of the Action, but it has approved the settlement of PAGA civil penalties, of which 75% will be paid to the California Labor and Workforce Development Agency, and the remaining 25% will be paid to aggrieved employees. Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties.

You are not a party to this lawsuit, but you and the State of California will be bound by the settlement in this matter as to civil penalties. If you have any questions, you can contact the settlement administrator (whose contact information is both below and at the top of this letter).

Very Truly Yours,

[Administrator]