

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs, Sarah Robertson and William Douglas (collectively, “Plaintiffs”), and Defendants Raising Cane’s USA, LLC and Raising Cane’s Restaurants, LLC (collectively, “Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means Plaintiffs’ PAGA lawsuit alleging wage and hour violations against Defendants captioned *Robertson, et al. v. Raising Cane’s USA, LLC, et al.* initiated on December 1, 2023 and pending in Superior Court of the State of California, County of Riverside, Case No. CIVRI2306468.
- 1.2. “Administrator” means Rust Consulting, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administrator Costs” means the Administrator’s reasonable fees and expenses incurred in administering the Settlement and in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Administrator Costs Payment” means the amount the Administrator will be paid from the Gross Settlement to reimburse for Administrator Costs.
- 1.5. “Aggrieved Employee” means an employee who worked in the exempt role of Operations Manager or a salaried restaurant-level employee who performed the same or similar duties, regardless of their exact title, for Defendants in California at any time from September 26, 2022 to December 31, 2024, with the exception of Plaintiffs.
- 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. “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.
- 1.8. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.9. “Court” means the Superior Court of California, County of Riverside.
- 1.10. “Defendants” means named Defendants Raising Cane’s USA, LLC and Raising Cane’s Restaurants, LLC.

- 1.11. “Defense Counsel” means Littler Mendelson, P.C.
- 1.12. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Approval Order and (b) the Judgment is final and is no longer appealable. For the purposes of this Agreement, “final and no longer appealable” shall mean upon the later of: (i) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the approval order may be timely filed, and none is filed; (ii) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the order approving the settlement passes, and no further review is requested; or (iii) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the order approving the Settlement is requested, the day after the review is finally dismissed or denied with prejudice and/or no further review of the order can be requested.
- 1.13. “Gross Settlement Amount” means \$240,000.00, which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator Costs Payment.
- 1.14. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.15. “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.16. “LWDA” means the California Labor and Workforce Development Agency.
- 1.17. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).¹
- 1.18. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator Costs Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments and the LWDA PAGA Payment.
- 1.19. “Notice of PAGA Settlement” means the Notice of Settlement of Private Attorneys General Act Claims (Cal. Lab. Code §§ 2698, *et seq.*) mailed to Aggrieved Employees with their Individual PAGA Payments.
- 1.20. “PAGA Counsel” means Katz Banks Kumin LLP and Pardell Kruzyk & Giribaldo, PLLC, the attorneys representing Plaintiffs in the Action.

¹ All references to the Private Attorneys General Act, Labor Code section 2698 *et seq.*, make reference to the PAGA provisions in the Labor Code that were in effect prior to July 1, 2024.

- 1.21. “PAGA Counsel Fees Payment” means the amount allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees incurred to prosecute the Action, to be determined by application to the Court.
- 1.22. “PAGA Counsel Litigation Expenses Payment” means the amount allocated to PAGA Counsel for reimbursement of reasonable expenses incurred to prosecute the Action, to be determined by application to the Court.
- 1.23. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.24. “PAGA Period” means the period from September 26, 2022 to December 31, 2024.
- 1.25. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) in effect prior to July 1, 2024.
- 1.26. “PAGA Notice” means Plaintiffs’ letters to Defendants and the LWDA, dated September 26, 2023, November 30, 2023, and February 26, 2024, providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.27. “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.
- 1.28. “Plaintiffs” means Sarah Robertson and William Douglas, the named Plaintiffs in the Action.
- 1.29. “Released PAGA Claims” means the claims being released by Plaintiffs, PAGA Counsel, and the State of California as described in Section 5 below.
- 1.30. “Released Parties” means Defendants and their officers, directors, employees and agents.
- 1.31. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On December 1, 2023, Plaintiff Robertson commenced this Action by filing a Representative Action Complaint alleging causes of action against Defendants based on the claim that Defendants misclassified Aggrieved Employees as exempt, and therefore unlawfully denied them overtime pay, meal breaks, and rest breaks, and failed to issue accurate wage statements, failed to maintain requisite payroll records, and failed to pay all earned wages timely and upon termination of employment. On May 3, 2024, Plaintiffs filed a Second Amended Representative Action Complaint, which added Plaintiff Douglas as a named plaintiff and included claims for unreimbursed business expenses. The Second Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”). Defendants deny the allegations in the Operative Complaint, deny any failure to comply

with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.

- 2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.3. On November 12, 2024, the Parties participated in an all-day mediation presided over by Stephen M. Benardo, Esq., which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, the Parties engaged in informal discovery in this Action, as well as formal discovery in the related individual arbitrations.
- 2.5. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other matters or actions asserting claims that will be extinguished or adversely affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Defendants promise to pay \$240,000.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Sections 1.12 and 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to 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 Approval Order:
 - 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% which is currently estimated to be \$80,000.00 and PAGA Counsel Litigation Expenses Payment. 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 less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Released Parties shall have no liability to PAGA Counsel or any other plaintiff's counsel arising from any claim to any portion of any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.
 - 3.2.2. To the Administrator: Plaintiffs shall request for an Administrator Costs Payment for

reimbursement of the Administrator Costs to be decided by bid which will be paid from the Gross Settlement Amount. Any unused funds of this cost allocation will revert to the Net Settlement Amount. The Administrator shall be responsible for the payment of all payments to the LWDA, to the Aggrieved Employees, to the Administrator for its own Administrator Costs, and to PAGA Counsel for the PAGA Counsel Fees Payment and/or the PAGA Counsel Litigation Expenses Payment, and shall be responsible for all appropriate withholdings, disbursement of taxes, and compliance with all reporting obligations.

3.3. Payments from the Net Settlement Amount. In accordance with the Approval Order, the Administrator will make the following payments from the Net Settlement Amount:

3.3.1. To the LWDA: Seventy-five percent (75%) of the Net Settlement Amount shall be paid to the LWDA as the LWDA PAGA Payment.

3.3.2. To the Aggrieved Employees: Twenty-five percent (25%) of the Net Settlement Amount shall be allocated and paid to the Individual PAGA Payments.

3.3.2.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of the Net Settlement Amount by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods worked during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.3.2.2. 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. Based on a review of their records to date, Defendants estimate there are 240 Aggrieved Employees who worked a total of 8,632 PAGA Pay Periods in the PAGA Period.

4.2. Aggrieved Employee Data. Within 14 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 they discover 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 14 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 Notice of PAGA Settlement (attached hereto as Exhibit A), the LWDA PAGA Payment, the Administrator Costs Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments along with a Notice of PAGA Settlement and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (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 Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, if requested by the Aggrieved Employee prior to the void date.
 - 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
 - 4.4.4. The payment of Individual PAGA Payments shall not obligate 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.

- 5.1. Release by Plaintiffs: Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiffs and the State of California will release claims against all Released Parties as follows:

Plaintiffs and the State of California will release and discharge the Released Parties for any claims for civil penalties recoverable through PAGA that were actually alleged or that could have been alleged against the Released Parties based on the facts stated in the PAGA Notice and the Operative Complaint, including PAGA claims for civil penalties based on alleged violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, 2800, 2802, California Code of Regulations, Title 8, Sections 11040(5)(A)-(B) and 11070(14), Wage Order 5, and for interest, attorneys' fees, and costs recoverable through a PAGA claim for violations of Labor Code provisions or other statutes that relate to the following causes of action alleged to have occurred during the PAGA Period:

- a. Any claims for alleged unpaid compensation or compensation paid at the incorrect rate of pay (including but not limited to minimum wages, overtime pay, double time pay, on-call, off-the-clock, incentive pay, sick pay, reporting time pay, etc.);
 - b. Any claims for alleged failure to provide meal periods in accordance with the California Labor Code and/or applicable Wage Orders, including any claims regarding failure to pay premium pay at the correct rate of pay;
 - c. Any claim for alleged failure to authorize and permit rest breaks in accordance with the applicable California Wage Orders or Labor Code, including any claims regarding failure to pay premium pay at the correct rate of pay;
 - d. Any claim for alleged failure to provide reimbursements for business related expenses, expressly including but not limited to cell phone use, mileage, and home office expenses;
 - e. Any claim for alleged failure to pay wages timely during employment or upon termination of employment; and
 - f. Any claim for alleged failure to provide all /accurate information required to be on wage statements or to maintain records required by the California Labor Code.
- 5.2. Effect of Release on Aggrieved Employees. Plaintiffs do not release any Aggrieved Employee's claim for wages or damages. The Aggrieved Employees do not waive claims for damages, interest, attorneys' fees, costs, or injunctive relief, including but not limited to restitution, directly under Labor Code statutes or any other provision of law that relates to the aforementioned causes of action, including but not limited to the Unfair Competition Law, whether in an administrative forum, arbitration, or civil action. The Parties agree that to the extent the LWDA has released the PAGA claims in connection with this Agreement, all Aggrieved Employees are barred by operation of the doctrine of *res judicata* from

pursuing the released PAGA claims in another action. The Aggrieved Employees will be issued a check for their share of the PAGA Penalties and will not have the opportunity to opt out of, or object to, the PAGA Settlement and release of the PAGA claims set forth in this Paragraph. The releases contained in this Agreement shall not be impacted by whether the Aggrieved Employees ultimately cash or deposit their Individual PAGA Payments.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. Plaintiffs shall prepare and file an application or motion for approval of this 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, subd. (f)(2) 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's firms attesting to the transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the Parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiffs and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than June 4, 2025. 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.
- 6.4 Submission to LWDA. After the Court grants approval of the settlement, Plaintiffs will provide the LWDA with a copy of the Judgment which will include a list of the Aggrieved

Employees during the PAGA Period.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Rust Consulting, Inc. (“Rust”) to serve as the Administrator and verified that, as a condition of appointment, Rust 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 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 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.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.

Based on their records, Defendants estimate that, as of the date of this Settlement Agreement, there are 240 Aggrieved Employees who worked 8,632 Pay Periods during the PAGA Period. If it is determined that the total number of Pay Periods collectively worked by the Aggrieved Employees during the PAGA Period is more than 12.5% greater than 8,632, then Defendants will have the option to either (i) allow the Gross Settlement Amount to increase on a pro rata basis above 12.5% to the extent the threshold is exceeded (*e.g.*, if the threshold referenced herein is exceeded by 13.5%, the Gross Settlement Amount will increase by one (1) percent), or (ii) shorten the end date of the PAGA Period such that the threshold is not exceeded – *i.e.*, such that there is not an increase in the number of pay periods of more than 12.5%.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or the 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, 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 the 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 exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by 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 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 mediator, Stephen M. Benardo, Esq., 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 any 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 No Media. No public comment, communications to media, or any form of advertising or public announcement (including social media) regarding the Action shall be made by Plaintiffs or PAGA Counsel at any time. This provision shall not apply to any publicly available information.
- 10.12 Confidentiality. Outside of Court filings and/or submissions to the LWDA, Plaintiffs shall not discuss the terms of the Settlement or the negotiations leading to settlement of the Action with any person other than their spouse, tax or financial advisor, or legal counsel, provided Plaintiffs inform any such individual that the information is confidential and any violation of this provision by such individual would constitute a violation by Plaintiffs. The Parties acknowledge and agree that all settlement negotiations have been in the course of or pursuant to mediation within the meaning of California Evidence Code section 1115(a) and all counsel who participated in mediation are required by law to keep all settlement negotiations confidential pursuant to Evidence Code section 1119(c). Notwithstanding the foregoing, the Parties acknowledge and agree that PAGA Case Management Order #1 filed December 12, 2023 requires PAGA Counsel to disclose to the Court certain information regarding the settlements of Plaintiffs' individual arbitrations, and that PAGA Counsel may disclose certain information in support of their motion for approval of the Settlement as agreed upon in the Parties' memorandum of understanding dated April 14, 2025.
- 10.13 Use and Return of Aggrieved Employee Data. Upon distribution of all settlement funds, PAGA Counsel shall destroy all confidential documents (i.e., all documents marked as "Confidential" by Defendants) related to the Action and this Settlement. Within 21 days of the distribution of all funds, PAGA Counsel shall confirm in writing that it has returned or destroyed all Defendants' confidential information, including any employee information and records and any and all time and/or payroll information that Defendants provided in discovery or exchanged informally related to the Aggrieved Employees, other than employees' personnel files and payroll records requested individually on those employees' behalf.

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

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

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

To Plaintiffs:

Rebecca Peterson-Fisher
KATZ BANKS KUMIN LLP
150 California Street, 16th Floor
San Francisco, CA 94111
Tel: (415) 813-3260
Fax: (415) 813-2495
Email: peterson-fisher@katzbanks.com

To Defendants:

Stacey E. James
LITTLER MENDELSON, P.C.
501 W. Broadway, Suite 900
San Diego, California 92101.3577
Tel: (619) 232-0441
Fax.: (619) 232-4302
Email: sjames@littler.com

10.17 Agreement Signatures and Execution in Counterparts. This Agreement may be executed in one or more counterparts. Electronic signatures will have the full force and effect of a wet signature. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.18 Choice of Law. This Agreement is made under the laws of the State of California, without regard to otherwise applicable principles of conflicts of laws, whether of the State of California or any other jurisdiction. The Parties agree that the Court shall retain continuing jurisdiction over this case under Code of Civil Procedure section 664.6 to ensure the continuing implementation of the provisions of this Agreement.

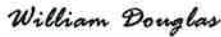
10.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement, the Action shall be stayed, except to effectuate the terms of this Agreement.

Dated: 6/13/2025

DocuSigned by:

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Sarah Robertson, Plaintiff

Dated: 6/13/2025

DocuSigned by:

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William Douglas, Plaintiff

Dated: 6/13/2025

RAISING CANE'S USA, LLC and
RAISING CANE'S RESTAURANTS, LLC


By: Michael Burgoyne
Their: Authorized Signatory