Matthew A. Haulk (SBN 272457)
Email: mhaulk@hhemploymentlaw.com
Jose M. Herrera (SBN 289590)
Email: jherrera@hhemploymentlaw.com
HAULK & HERRERA LLP
100 Pine Street, Suite 1250
San Francisco, CA 94111
Telephone: (415) 745-3219
Facsimile: (415) 745-3301

Attorneys for Plaintiff
RICARDO TREJO ANAYA

FILED
Superior Court of California
County of Sacramento
05/30/2025
V. Aleman, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

RICARDO TREJO ANAYA, an individual,

Plaintiff,

vs.

HARB VENTURES LLC, a California Limited Liability Company, and DOES 1 TO 50,

Defendants.

CASE NO.: 23CV008590

[Assigned to Honorable Lauri A. Damrell, Dept. 22]

~~[PROPOSED]~~ ORDER GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

Date: May 30, 2025
Time: 10:30 a.m.
Dept.: 22

Complaint Filed: September 15, 2023
Trial Date: None

~~[PROPOSED]~~ ORDER APPROVING PAGA SETTLEMENT

1. Having considered the parties' PAGA Settlement Agreement ("Settlement Agreement" or "Settlement") the documents and evidence presented in support thereof; and recognizing the disputed factual and legal issues involved in this case; the risks of further prosecution, the substantial benefits to be received by the State of California and the Aggrieved Employees pursuant to the Settlement; and the fair, reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length negotiations between the Parties, the Court hereby makes a final ruling that the Settlement is approved pursuant to Labor Code section 2699(l). Good cause appearing therefor, the Court hereby GRANTS Approval of the Settlement of Claims under the Private Attorneys General Act, and ORDERS as follows:

2. The Court hereby approves the settlement as set forth in the parties' Settlement Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement according to its terms. The parties' Settlement Agreement, which includes the First Amendment to the Settlement Agreement, is attached hereto as a single document as **Exhibit 1**. The term "Settlement Agreement", as used herein, refers to the Settlement Agreement as modified by the First Amendment to the Settlement Agreement. (The parties' Settlement Agreement without the First Amendment is attached as **Exhibit 2** to the Supplemental Declaration of Matthew A. Haulk as filed in this Action on May 23, 2025. In addition, the parties' First Amendment to the Settlement Agreement is attached as **Exhibit 3** to Haulk's Supplemental Declaration.) All terms used in this Order shall have the same meaning as that assigned to them in the Settlement Agreement.

3. Defendant Harb Ventures, LLC shall fund the Maximum Settlement Amount of $10,000.00 with the Settlement Administrator within fourteen (14) days.

4. The Court hereby appoints ILYM Group, Inc. as the Settlement Administrator.

5. The Court hereby approves, as to form and content, the Explanatory Letter submitted by the parties and included as Exhibit A to the parties' Settlement Agreement.

6. Within fourteen (14) calendar days of this Order, Defendant Harb Ventures LLC shall provide the Settlement Administrator with a list containing the Aggrieved Employees' full names, last known mailing addresses, number of pay periods worked in a non-exempt position in California during the PAGA Period, and Social Security numbers to the extent available from its records, pursuant to the terms of the Settlement.

7. The "Aggrieved Employees" shall be defined as all non-exempt current and former employees employed by Harb Ventures LLC in California at any time from November 29, 2022 through the date of the Court's order and judgment approving the settlement of this action.

8. The Settlement Administrator is directed to mail the Individual PAGA Payments and the Explanatory Letter to the Aggrieved Employees within fourteen (14) calendar days of receipt the Maximum Settlement Amount being funded, pursuant to the terms of the Settlement. The following language shall be added to the Explanatory Letter at the top and in bold: "This settlement does not release any individual claims that you might have against Defendants".

9. The Court finds that attorneys' fees in the amount of one-third of the Maximum Settlement Amount ($3,333.33) for Plaintiff's Counsel are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute these payments to Plaintiff's Counsel as provided for in the Settlement Agreement.

10. The Court orders that the Settlement Administrator shall be paid up to $1,250 for all of its work done and to be done until the completion of this matter and finds that sum appropriate.

11. The Court approves the scope of the release as set forth in the Settlement, which provides as follows:

> Upon issuance of the Court's approval order and judgment, Plaintiff, all Aggrieved Employees, and the State of

California shall fully release and forever discharge any and all claims against the Released Parties arising during the Settlement Period for civil penalties under PAGA that were alleged or could have been alleged based on the facts alleged in the Action and/or the PAGA letter submitted by Plaintiff to the LWDA (**“**Released Claims”). Released Claims include but are not limited to claims for PAGA penalties for alleged violations of Labor Code sections 201, 202, 203, 204, 206, 221, 223, 224, 226, 226.3, 226.7, 510, 512, 558, 1194 et seq., 1197.1, 1198, 2810.5 and any IWC Wage Orders (as codified in the California Code of Regulations), and claims for attorneys’ fees, costs, or interest resulting therefrom. This release is to be construed as broadly as possible in favor of the Released Parties. “Released Parties” shall mean Harb Ventures, LLC and its past and present related entities, parents, subsidiaries, predecessors, successors, assigns, owners (including but not limited to Harminder Sehmi and Bapinder Sehmi), officers, managers, employees, agents, trustees, affiliated entities, attorneys or legal representatives, insurers, fiduciaries, beneficiaries, partners, and/or any other entity or individual which could be liable for the acts or omissions of Harb Ventures, LLC in relation to the Released Claims. Upon issuance of the Court’s approval order and judgment, Plaintiff, all Aggrieved Employees, and the State of California will be forever barred from pursuing against Released Parties or any of them any and all claims for PAGA civil penalties under the Labor Code, Wage Orders, and/or other provisions of law that were alleged or that could have been alleged in the Action based on the facts alleged in the Action and/or the PAGA letter submitted by Plaintiff to the LWDA.

12. Neither this Order nor the Settlement Agreement (or any other document referred to herein, or any action taken to carry out this Order) is, may be construed as, or may be used as, an admission of liability or fault by Harb Ventures LLC or the Released Parties identified in paragraph 11 of this Order, or a finding as to the validity of any claims in the Action or of any wrongdoing or violation of law that is otherwise alleged, or could have been alleged, against Harb Ventures LLC or the Released Parties. The Settlement Agreement is not a concession by the Parties and, to the extent permitted by law, neither the Settlement Agreement nor this Order or any ensuing judgment, nor any of their terms or provisions, nor any of the negotiations or proceedings connected with them, shall be offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding to establish any liability of, or admission by the Released Parties.

13. Plaintiff shall submit a copy of this Order to the LWDA within ten (10) days of entry of this Order.

14. A Compliance Hearing is set for **January 23, 2026**, at **10:30 a.m**. in **Department 22**. At least 15 days before the settlement compliance hearing, Plaintiff's counsel shall file a declaration regarding the status of the distribution of settlement funds.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Date 05/30/2025

Honorable Hon. Lauri A. Damrell
JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

<u>PAGA SETTLEMENT AGREEMENT</u>

Subject to approval by the Court, (1) Ricardo Trejo Anaya ("**Plaintiff**") on behalf of the other alleged aggrieved employees (the "**Aggrieved Employees**" as described below), and as a private attorney general on behalf of the State of California on the one hand, and (2) Harb Ventures LLC ("**Company**"), Harminder Sehmi ("**Harminder**"), and Bapinder Sehmi ("**Bapinder**") (together, "**Defendants**") on the other hand (collectively, "**the Parties**"), hereby agree to the following settlement ("**Settlement**" or "**Settlement Agreement**") of the PAGA representative claim alleged by Plaintiff in the matter of *Ricardo Trejo Anaya v. Harb Ventures, LLC., et al.*, Sacramento Superior Court, Case No. 23CV008590 ("**the Action**").

<u>PERSONS COVERED BY THE SETTLEMENT</u>

1. ***<u>Aggrieved Employees</u>:*** This Settlement covers all non-exempt current and former employees employed by Company in California at any time from November 29, 2022 through the Effective Date.

2. ***<u>Settlement Period</u>:*** This Settlement covers the period from November 29, 2022 until final approval of this Settlement Agreement by the Court and the occurrence of the Effective Date.

3. ***<u>Effective Date</u>:*** The date of the Court's order and judgment approving this Settlement shall be the Effective Date. At no time will Defendants or any of them have any obligation to fund the Settlement, in whole or in part, until after the occurrence of the Effective Date.

<u>SETTLEMENT CONSIDERATION</u>

4. ***<u>Maximum Settlement Amount</u>*:** Subject to the terms and conditions of this Agreement Company will pay the total gross maximum amount of Ten Thousand Dollars ($10,000.00) to settle the PAGA representative claim and any other claims released pursuant to this Agreement. In no event shall Defendants or any of them be responsible for paying more than the Maximum Settlement Amount. The Maximum Settlement Amount includes (i) Attorneys' Fees, (ii) Litigation Costs, (iii) Settlement Administrator Costs, and (iv) payment for the "Released Claims" as defined below (including payment to the LWDA and payments to Aggrieved Employees).

5. ***<u>Attorneys' Fees and Costs</u>:*** In full satisfaction of all claims Plaintiff and Aggrieved Employees may have for attorneys' fees and costs arising out of the Action, the law firm of Haulk & Herrera

LLP ("**Plaintiff's Counsel**") shall request and be paid from the Maximum Settlement Amount a maximum amount of one third of the Maximum Settlement Amount (i.e, a maximum of $3,333.33), subject to Court approval. To the extent the Court approves attorneys' fees and costs of less than this amount, the amount of the difference shall be added to the PAGA Penalties Fund. Within fourteen (14) calendar days of receipt of the deposit of the Maximum Settlement Amount by the Settlement Administrator from Company, the Settlement Administrator shall pay Plaintiff's Counsel the amount described in this paragraph.

6. ***PAGA Penalties Fund:*** The Parties agree that Company (through the Settlement Administrator) will pay the LWDA and Aggrieved Employees an amount equal to the remainder of the Maximum Settlement Amount following deduction of any Court-approved attorneys' fees, litigation costs, and Settlement Administration Costs ("**PAGA Penalties Fund**"). Pursuant to PAGA, 75% of the PAGA Penalties Fund will be paid to the LWDA and the remaining 25% will be paid to all Aggrieved Employees in proportion to the number of pay periods each of them was employed by Company in a non-exempt position in California during the Settlement Period.

7. ***Settlement Administrator:*** The Parties shall work with a third-party settlement administrator for the purposes of administering this Settlement.

8. ***Settlement Administration Costs***: Settlement Administration Costs will be paid to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating estimated amounts per aggrieved employee, tax reporting, distributing the PAGA Penalties Fund, providing necessary reports and declarations, and other duties and responsibilities as requested by the Parties. The Settlement Administration Costs will be paid from the Maximum Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum necessary to administer the Settlement, which is currently anticipated to be no greater than One Thousand Two Hundred-Fifty Dollars ($1,250.00). If actual Settlement Administration Costs are greater than $1,250, such excess amount will be deducted from the PAGA Penalties Fund. Within fourteen (14) calendar days of receipt of the deposit of the Maximum Settlement Amount by the Settlement Administrator from Company, the Settlement Administrator shall pay itself the amount described in this paragraph.

9. ***Court Approval of the Settlement and Distribution of Settlement Payments:*** Within thirty (30) calendar days of the Parties executing this Settlement Agreement, Plaintiff will file a stipulation or motion requesting that the Court issue an order approving and incorporating by reference the terms and conditions of this Settlement Agreement and entering judgment. Plaintiff and Defendants will jointly prepare the proposed Approval Order and Judgment to be entered by the Court to enforce this Agreement and to dismiss the Action with prejudice. The proposed Approval Order and Judgment will be submitted concurrently with the documents asking the Court to approve the settlement. Plaintiff shall promptly submit a copy of this Settlement Agreement to the LWDA at the same time the stipulation or motion for settlement approval is filed with the Court.

10. ***Funding of the Settlement:*** Within fourteen (14) calendar days after the Effective Date, Company will pay the Maximum Settlement Amount to the Settlement Administrator.

11. ***Settlement Payments to Aggrieved Employees:*** No later than fourteen (14) calendar days after the Effective Date, Company shall provide the Settlement Administrator with a list of all Aggrieved Employees ("**Aggrieved Employees List**"), which shall include the first and last name for each Aggrieved Employee; the last known address for each Aggrieved Employee; each Aggrieved Employee's social security number; and the number of pay periods during which each Aggrieved Employee worked in a non-exempt position for Company in California during the Settlement Period. No later than fourteen (14) calendar days after receipt of the Maximum Settlement Amount from Company, the Settlement Administrator will issue each Aggrieved Employee a check for his or her share of the PAGA Penalties Fund, along with an explanatory letter in the form attached hereto as **Exhibit A**. Checks will remain negotiable for one hundred eighty (180) calendar days. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other similar search using the name, address or Social Security number of the Aggrieved Employee involved, and will then perform a single re-mailing. Funds represented by settlement checks returned as undeliverable, and those settlement checks remaining un-cashed for more than one hundred eighty (180) calendar days after issuance, will be tendered to the State

Controller's Office, Unclaimed Property Division. If an Aggrieved Employee's check is undeliverable, uncashed, or otherwise distributed to the State Controller's Office, Unclaimed Property Division, the terms of the final judgment and the Release of Claims will nevertheless be binding upon that Aggrieved Employee and the State of California with respect to that Aggrieved Employee. All payments made to Aggrieved Employees shall, if required by applicable state and/or federal law, be reported on a federal form 1099 that shall be provided to the individual Aggrieved Employees. Aggrieved Employees are solely responsible for correctly characterizing this compensation for tax purposes and paying any taxes owing on said amounts.

12. ***Release of Claims for Aggrieved Employees and the State of California:*** Upon issuance of the Court's approval order and judgment, Plaintiff, all Aggrieved Employees, and the State of California shall fully release and forever discharge any and all claims against the Released Parties arising during the Settlement Period for civil penalties under PAGA that were alleged or could have been alleged in the Action and/or the PAGA letter submitted by Plaintiff to the LWDA (**"Released Claims**"). Released Claims include but are not limited to claims for PAGA penalties for alleged violations of Labor Code sections 201, 202, 203, 204, 206, 221, 223, 224, 226, 226.3, 226.7, 510, 512, 558, 1194 et seq., 1197.1, 1198, 2810.5 and any IWC Wage Orders (as codified in the California Code of Regulations), and claims for attorneys' fees, costs, or interest resulting therefrom. This release is to be construed as broadly as possible in favor of the Released Parties. "**Released Parties**" shall mean Harb Ventures, LLC and its past and present related entities, parents, subsidiaries, predecessors, successors, assigns, owners (including but not limited to Harminder Sehmi and Bapinder Sehmi), officers, managers, employees, agents, trustees, affiliated entities, attorneys or legal representatives, insurers, fiduciaries, beneficiaries, partners, and/or any other entity or individual which could be liable for the acts or omissions of Harb Ventures, LLC in relation to the Released Claims. Upon issuance of the Court's approval order and judgment, Plaintiff, all Aggrieved Employees, and the State of California will be forever barred from pursuing against Released Parties or any of them any and all claims for PAGA civil penalties under the Labor Code, Wage Orders, and/or other provisions of law alleged or that could have been alleged to have been violated in the Action with respect to the Aggrieved Employees.

13. ***No Credit Toward Benefit Plans:*** Payments to Aggrieved Employees as referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, vacation plans, sick leave plans, Paid Time Off (PTO) plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

14. ***Tax Liability:*** Neither Defendants nor Plaintiff's Counsel make any representation as to the tax treatment or legal effect of the payments called for hereunder, and Aggrieved Employees shall not rely on any statement or representation by either Defendants or Plaintiff's Counsel in this regard. Aggrieved Employees will be solely responsible for the payment of their portion of any taxes and penalties assessed on the payments described herein, and will defend, indemnify, and hold Released Parties free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages. Plaintiff understands and agrees that if any action is asserted against any of the Released Parties, Plaintiff, or Plaintiff's agents, by any taxing authority or government agency with respect to the payments to Plaintiff under this Agreement, then Plaijntiff shall be soley liable for any taxes owed, and further agrees that he will hold all Released Parties free and harmless and indemnify them from and against any demands or lawsuits for payment of income taxes and payroll taxes, interest, or penalties relating to the monies paid to Plaintiff or for his benefit pursuant to this Agreement.

15. ***No Prior Assignments:*** The Parties and their counsel represent, covenant, 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 herein released and discharged.

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

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

18. ***Preclusive Effect of Settlement Agreement and Approval:*** The terms of this Agreement, the Approval order, and the Judgment are binding on Plaintiff, the State of California, and all Aggrieved Employees, as well as their heirs, executors and administrators, successors and assigns, and any other persons or entities acting on their behalf, and those terms shall have res judicata, collateral estoppel, and other preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits, or other proceedings constitute Released Claims as set forth in the Agreement. Notwithstanding any other provision in this Agreement, this Agreement, the Approval order, and the Judgment in the Action may be filed in any action against or by any of the Released Parties inorder to support a defense of res judicata, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

19. ***Entire Agreement:*** This Settlement Agreement constitutes the entirety of the Parties' agreement regarding the settlement of the PAGA representative claim in the Action. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties with respect to the PAGA representative claim in the Action.

20. ***Amendment or Modification:*** This Settlement Agreement may be amended or modified only by a written instrument, signed by all Parties or their successors-in-interest.

21. ***Authorization to Enter Into Settlement Agreement:*** The Parties warrant and represent that each of them has expressly authorized his/her/their/its legal counsel to negotiate this Settlement Agreement. The Parties will direct their counsel to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties through their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the

Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the mediator or the Court to resolve such disagreement.

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

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

24. ***Execution and Counterparts:*** This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument. To facilitate execution and delivery of this Settlement Agreement, the Parties may execute and exchange by facsimile or electronic image (*i.e.*, as a ".pdf" file) counterparts of the signature pages and/or sign by electronical means (*e.g.*, DocuSign).

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

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

27. ***Captions:*** The captions and section numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

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

29. ***Enforcement Action:*** If one or more of the Parties is compelled to file any legal action against any other Party or Parties in order to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties in any such legal action will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees.

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

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

32. ***Attorneys' Fees and Costs:*** Except as expressly provided herein, the Parties shall bear their own attorney's fees and costs with respect to the Action.

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

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

35. ***Confidentiality:*** Plaintiff and his counsel agree that they have not and will not publish in any medium or any forum either the results of the Settlement or any of the Settlement terms and will continue to strictly maintain the confidentiality of the Settlement and Settlement terms as stated herein. In response to any inquiries about the Action, Plaintiff will state that "the case was resolved and it was resolved

confidentially." Plaintiff's Counsel shall not report the Settlement in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff or the Aggrieved Employees or the Settlement on Plaintiff's website, and shall not contact any reporters or media regarding the Settlement. Plaintiff's Counsel is authorized to make limited disclosures as necessary to the Court and to the LWDA for the purposes of obtaining the approval of the Settlement. These disclosures shall be limited to court filings, and neither Plaintiff nor Plaintiff's Counsel or 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.

36. ***No Admission of Liability:*** The Parties expressly recognize that the making of this agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendants or any of them. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

[signatures on following page]

RICARDO TREJO ANAYA

Dated: 08 / 28 / 2024 ______________________________

HARB VENTURES, LLC

Dated: ________________ By:________________________________

Harminder Sehmi, Manager

HAMINDER SEHMI

Dated: ________________ ________________________________

BAPINDER SEHMI

Dated: ________________ ________________________________

EXHIBIT A

<<DATE>>

(TO BE TRANSLATED INTO SPANISH BY THE ADMINISTRATOR)

<<FIRST NAME>> <<LAST NAME>>
<<ADDRESS>>

Re: Payment From *Ricardo Trejo Anaya v. Harb Ventures LLC, et al*.

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 *Ricardo Trejo Anaya v. Harb Ventures LLC, et al*., Sacramento County Superior Court Case No. 23CV008590 ("the Action").

The Action was filed against Harb Ventures, LLC., Harminder Sehmi, and Bapinder Sehmi (collectively, "**Defendants**") under the California Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.* ("**PAGA**"). The claim was brought by a former employee of Harb Ventures, LLC on behalf of the State of California and all non-exempt current and former employees employed by Harb Ventures, LLC in California at any time from November 29, 2022 to [Effective Date] ("**Aggrieved Employees**"). You have been identified as an Aggrieved Employee on whose behalf the case was brought.

The Plaintiff in the lawsuit claims Harb Ventures, LLC owes penalties under PAGA for alleged violations of the California Labor Code, including but not limited to: failure to pay minimum and overtime wages; meal premiums, rest premiums, failure to provide accurate wage statements; failure to timely pay all earned wages during employment; and failure to timely pay final wages.

Defendants deny any wrongdoing, deny all allegations made against them in the Action, and maintain that Harb Ventures, LLC's policies and practices are and were lawful, and maintain that all employees are and were provided with all wages and working conditions in conformance with applicable law at all times. The Court has not ruled on the merits of the Action, but it has approved a settlement reached by the Parties. By law, a portion of the settlement amount goes to the State of California (75%), and another portion of the settlement amount goes to the Aggrieved Employees (25%). This Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability by any of the Defendants..

Enclosed is a check for your share of the settlement. Although you are not a named party to the Action, both you and the State are bound by the judgment that has been approved by the Court.

If you have further questions about this settlement, please contact the third-party settlement administrator at: [Administrator contact information].

Sincerely,

[NAME AND TITLE OF SIGNATORY]

Dropbox Sign

Audit trail

Title	08_28_24_PAGA Settlement Agreement_FINAL.pdf
File name	08_28_24_PAGA%20S...reement_FINAL.pdf
Document ID	f19b8e9800e05559f8799bea512273f3f434425b
Audit trail date format	MM / DD / YYYY
Status	Signed

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Document History

SENT	**08 / 28 / 2024** 21:59:22 UTC	Sent for signature to Ricardo Trejo Anaya (rickyanaya2020@gmail.com) from jherrera@hhemploymentlaw.com IP: 23.242.129.42
VIEWED	**08 / 28 / 2024** 22:05:37 UTC	Viewed by Ricardo Trejo Anaya (rickyanaya2020@gmail.com) IP: 174.236.224.4
SIGNED	**08 / 28 / 2024** 22:06:22 UTC	Signed by Ricardo Trejo Anaya (rickyanaya2020@gmail.com) IP: 174.236.224.4
COMPLETED	**08 / 28 / 2024** 22:06:22 UTC	The document has been completed.

FIRST AMENDMENT TO PAGA SETTLEMENT AGREEMENT

Ricardo Trejo Anaya ("**Plaintiff**") on behalf of the other alleged aggrieved employees (the "**Aggrieved Employees**" as described below), and as a private attorney general on behalf of the State of California on the one hand, and (2) Harb Ventures, LLC ("**Company**"), Harminder Sehmi ("**Harminder**"), and Bapinder Sehmi ("**Bapinder**") (together, "**Defendants**") on the other hand (collectively, "**the Parties**"), hereby agree to the following First Amendment to PAGA Settlement Agreement ("**First Amendment"**) to amend the PAGA Settlement Agreement entered into by the Parties on August 28, 2024 (the "**Initial Settlement Agreement**") to resolve the PAGA representative claim alleged by Plaintiff in the matter of *Ricardo Trejo Anaya v. Harb Ventures, LLC., et al*., Sacramento Superior Court, Case No. 23CV008590 ("**the Action**"). The Initial Settlement Agreement and this First Amendment shall be collectively referred to as the **Settlement** or the **Settlement Agreement** and shall be considered a single written instrument. All other terms used in this First Amendment shall have the same definition as that assigned to them in the Initial Settlement Agreement.

AMENDMENTS

The parties modify and amend Paragraph 9 of the Initial Settlement Agreement, captioned "Release of Claims for Aggrieved Employees and the State of California" as follows. The language that is underlined reflects language that has been added to the original Paragraph 9, while the language that is stricken through reflects language that has been deleted from the original Paragraph 9:

9. ***Release of Claims for Aggrieved Employees and the State of California:***

Upon issuance of the Court's approval order and judgment, Plaintiff, all Aggrieved Employees, and the State of California shall fully release and forever discharge any and all claims against the Released Parties arising during the Settlement Period for civil penalties under PAGA that were alleged or could have been alleged based on the facts alleged in the Action and/or the PAGA letter submitted by Plaintiff to the LWDA ("**Released Claims**"). Released Claims include but are not limited to claims for PAGA penalties for alleged violations of Labor Code sections 201, 202, 203, 204, 206, 221, 223, 224, 226, 226.3, 226.7, 510, 512, 558, 1194 et seq., 1197.1, 1198, 2810.5 and any IWC Wage Orders (as codified in the California Code of Regulations), and claims for attorneys' fees, costs, or interest resulting therefrom. This release is to be construed as broadly as possible in favor of the Released Parties. "**Released Parties**" shall mean Harb Ventures, LLC and its past and present related entities, parents, subsidiaries, predecessors, successors, assigns, owners (including but not limited to Harminder Sehmi and Bapinder Sehmi), officers, managers, employees, agents, trustees, affiliated entities, attorneys or legal representatives, insurers, fiduciaries, beneficiaries, partners, and/or any other entity or individual which could be liable for the acts or omissions of Harb Ventures, LLC in relation to the Released Claims. Upon issuance of the Court's approval order and judgment, Plaintiff, all Aggrieved Employees, and the State of California will be forever barred from pursuing against Released Parties or any of them any and all claims for PAGA civil penalties under the Labor Code, Wage Orders, and/or other provisions of law that were alleged or that could have been alleged ~~to have been violated~~ in the Action ~~with respect to~~ based on the ~~Aggrieved Employees~~ facts alleged in the Action and/or the PAGA letter submitted to the LWDA.

RICARDO TREJO ANAYA

Dated: 05 / 23 / 2025 ______________________________

HARB VENTURES, LLC

Dated: ________________ By:______________________________

Harminder Sehmi, Manager

HAMINDER SEHMI

Dated: ________________ ______________________________

BAPINDER SEHMI

Dated: ________________ ______________________________

interest resulting therefrom. This release is to be construed as broadly as possible in favor of the Released Parties. "**Released Parties**" shall mean Harb Ventures, LLC and its past and present related entities, parents, subsidiaries, predecessors, successors, assigns, owners (including but not limited to Harminder Sehmi and Bapinder Sehmi), officers, managers, employees, agents, trustees, affiliated entities, attorneys or legal representatives, insurers, fiduciaries, beneficiaries, partners, and/or any other entity or individual which could be liable for the acts or omissions of Harb Ventures, LLC in relation to the Released Claims. Upon issuance of the Court's approval order and judgment, Plaintiff, all Aggrieved Employees, and the State of California will be forever barred from pursuing against Released Parties or any of them any and all claims for PAGA civil penalties under the Labor Code, Wage Orders, and/or other provisions of law that were alleged or that could have been alleged ~~to have been violated~~ in the Action ~~with respect to~~ based on the ~~Aggrieved Employees~~ facts alleged in the Action and/or the PAGA letter submitted to the LWDA.

RICARDO TREJO ANAYA

Dated: ____________________ ____

HARB VENTURES, LLC

Dated: 5/26/2025 By: DocuSigned by: Harminder Sehmi 2896AF2E92544AA...

Harminder Sehmi, Manager

HAMINDER SEHMI

Dated: 5/26/2025 DocuSigned by: Harminder Sehmi 2896AF2E92544AA...

BAPINDER SEHMI

Dated: 5/26/2025 Signed by: BSehmi 31B5FD6271F64BD...

PROOF OF SERVICE

Ricardo Trejo Anaya v. Harb Ventures LLC

Sacramento County Superior Court Case No.: 23CV008590

1.	At the time of service, I was at least 18 years of age and not a party to this legal action.		
2.	My business address is 100 Pine Street, Suite 1250, San Francisco, CA 94111		
3.	I served copies of the following document(s): **[PROPOSED] ORDER GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE**		
4.	I served the documents listed above in Item 3 on the following persons at the addresses listed: **Jeremy Millstone, Esq.** **PETERSON WATTS LAW GROUP, LLP** **2267 Lava Ridge Court, Suite 210** **Roseville, CA 95661** **Telephone: (916) 780-8222** **Email: jmillstone@petersonwatts.com** **ADay@petersonwatts.com** **kbenzler@petersonwatts.com** ***Attorney for Defendant Harb Ventures, LLC***		
5.	a.	**By Personal Service.** I personally delivered the documents on the date shown below to the person(s) at the addresses listed above in Item 4. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office. (2) For a party delivery was made to the party or by leaving the documents in the party's residence between the hours of eight in the morning and six in the evening with some person not less than 18 years of age.	
	b.	**By United States Mail.** I enclosed the documents in a sealed envelope or package, in the mail at San Rafael, California, where I am a resident or employee in the County of Marin where the mailing occurred. I addressed the sealed envelope or package to the persons at the addresses in Item 4 and (specify one):	
		(1)	Deposited the sealed envelope in a United States Postal Service mailbox with the postage fully prepaid on the date shown below
		(2)	Placed the envelope for collection and mailing on the date shown below, following our ordinary business practices and I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

	c.	**By Overnight Delivery.** Pursuant to California Rules of Court, Rule 8.25, I enclosed the documents on the date shown below in an envelope or package provided by an overnight delivery carrier and addressed to the person at the addresses in Item 4. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.
	d.	**By Messenger Service.** I served the documents on the date shown below by placing them in an envelope or package addressed to the person on the addresses listed in Item 4 and providing them to a professional messenger service for service.
	e.	**By Fax Transmission.** Based on an agreement to accept service by fax transmission, I faxed the documents on the date shown below to the fax numbers of persons listed in Item 4. No error was reported by the fax machine that I used
	f. **X**	**By Electronic Transmission.** I caused the documents to be sent on the date shown below to the persons at the electronic service address listed above in Item 4. I did not receive within a reasonable time after the transmission any electronic message or other indication that the transmission was unsuccessful.
6.	I served the documents by the means described above on May 27, 2025	

I declare under penalty of perjury that this document is signed in Los Angeles, California under the laws of the State of California and that the foregoing is true and correct.

May 27, 2025	Toni Gesin	Toni Gesin
Date	(Type or Print Name)	(Signature of Declarant)