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Attorneys for Plaintiff Javier Mendez

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF FRESNO**

JAVIER MENDEZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

FRESNO'S CHAFFEE ZOO
CORPORATION; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 23CECG04628

*[Assigned For All Purposes to Honorable D. Tyler
Tharpe, Dept. 501]*

PAGA SETTLEMENT AGREEMENT

Complaint filed: November 6, 2023

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Javier Mendez (“Plaintiff”) and Defendant Fresno’s Chaffee Zoo Corporation (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiff’s lawsuits alleging wage and hour violations against Fresno’s Chaffee Zoo Corporation captioned *Mendez v. Fresno’s Chaffee Zoo Corporation*, initiated on November 6, 2023, and pending in Superior Court of the State of California, County of Fresno (Case No. 23CECG04628).
- 1.2. “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”), 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 the Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt employees who worked for Defendant in California during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s 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 Fresno.
- 1.8. “Defendant” means Fresno’s Chaffee Zoo Corporation, the named Defendant in the Action.

- 1.9. “Defense Counsel” means Ian B. Wieland and Daniella M. Crisanti of Sagaser, Watkins & Wieland PC.
- 1.10. “Effective Date” means the settlement shall become effective 30 days after the Court’s final approval of the settlement.
- 1.11. “Gross Settlement Amount” means \$285,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the Individual Settlement Payment, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff’s Incentive Award, and the Administrator’s Expenses. In no event shall Defendant be liable for more than \$285,000.00 as a result of this PAGA Settlement, the Individual Settlement Payment, and the Plaintiff Enhancement Payment except as defined in 8.2 below.
- 1.12. “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.
- 1.13. “Individual Settlement Payment” means the named Plaintiff’s payment for individual claims for disability discrimination, failure to engage in good faith interactive process, failure to accommodate, retaliation, and wrongful termination that is memorialized in a separate individual Settlement Agreement and Mutual Release of Claims (“Individual Settlement”) between Plaintiff and Defendant. The Individual Settlement Payment shall be equal to \$30,000.00 and will come out of the Gross Settlement Amount.
- 1.14. “Judgment” means the judgment entered by the Court based upon the Order granting Approval of the Settlement.
- 1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699(i).
- 1.16. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).
- 1.17. “Net Settlement Amount” means the Gross Settlement Amount, less the following

payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, Individual Settlement Amount, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.18. “PAGA Counsel” means Kane Moon, Daniel J. Park, and Benjamin H. Davidson of Moon Law Group, PC.

1.19. “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.

1.20. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.21. “PAGA Period” means the period from November 5, 2023 to May 20, 2025.

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

1.23. “PAGA Notice” means Plaintiff’s November 5, 2023, letter to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a).

1.24. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$33,437.50) and the 75% to LWDA (\$100,312.50) in settlement of PAGA claims.

1.25. “Plaintiff” means Javier Mendez, the named plaintiff in the Action.

1.26. “Plaintiff’s Incentive Award” means an award of \$10,000.00 to Plaintiff for initiating the representative action and for his services in assisting with the litigation of the PAGA action. The Plaintiff’s Incentive Award is in addition to any amount Plaintiff is entitled to receive as an Aggrieved Employee and the Individual Settlement Payment. Any portion of the Incentive Award allocation not approved by the Court will revert to participating Aggrieved Employees members.

1.27. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.

1.28. “Released PAGA Claims” means the claims being released as described in Paragraph 5

below.

1.29. “Released Parties” means: Fresno’s Chaffee Zoo Corporation and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.30. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. **RECITALS.**

2.1. On November 6, 2023, Plaintiff commenced *Javier Mendez v. Fresno’s Chaffee Zoo Corporation* by filing a Complaint alleging causes of action against Defendant for various violations of the California Labor Code. Defendant denies the allegations in the Complaint, denies any failure to comply with the laws identified in in the Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice on November 5, 2023.

2.3. On February 14, 2025, the Parties participated in an all-day mediation presided over by Tripper Ortman which led to this Agreement to settle the Action.

3. **MONETARY TERMS.**

3.1. **Gross Settlement Amount.** Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$285,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount, including the Individual Settlement Payment, prior to the deadline stated in Paragraph 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 Defendant.

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 33% which is currently estimated to be \$85,500 and a PAGA Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff 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. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's 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 holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To Plaintiff: Plaintiff's Incentive Award of \$10,000 for initiating the representative action and for his services in assisting with the litigation of the PAGA action. This payment is in addition to his \$30,000 Individual Settlement Payment for the Individual Settlement and any amounts to which Mendez is entitled to as an Aggrieved Employee. Both the Incentive Award and the Individual Settlement Payment will come out of the Gross Settlement Amount.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$5,750 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 \$5,750.00, 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 of \$133,750.00 be paid from the Gross Settlement Amount, with 75% (\$100,312.50) allocated to the LWDA PAGA Payment and 25% (\$33,467.50) 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 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. PAGA Penalties shall be allocated 100% as penalties and recipients of payments pursuant to this Agreement shall be exclusively responsible for all tax obligations other than the employer's share of payroll taxes allocated to unpaid wages.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Aggrieved Employee Pay Periods. Based on a review of its records as of March 14, 2024, Defendant estimates there are 474 Aggrieved Employees who worked a total of 16,000 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within fifteen (15) business days of the Court's approval of the Settlement, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' 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. Defendant has 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 Defendant 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. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date. By agreement by the Parties in the separate Individual Settlement, \$30,000.00 of the Gross Settlement Amount shall be paid by check payable to the Moon Law Group, PC Attorney Client Trust Account and delivered to Plaintiff's Counsel's office no less than 30 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 30 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Plaintiff Incentive Award, the Administration Expenses Payment, the PAGA Counsel Fee Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fee Payment and the 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 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 (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 seven (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, 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 Department of Industrial Relations Unpaid Wages Fund to be held pursuant to the Unclaimed Property Law, California Civil Code section 1500, *et seq.*, for the benefit of the Aggrieved Employees who did not cash their checks until such time that they claim their property. Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code section 384, and therefore, that Defendant will not be required to pay any interest on such amounts.

4.5 Court Approval is Required. Plaintiff understands and agrees that the State of California and Aggrieved Employees, including Plaintiff, would not receive consideration specific in Section 3 above, except for Plaintiff’s execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void.

1 **5. RELEASES OF CLAIMS.**

2 Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff
3 and PAGA Counsel will release claims against all Released Parties as follows:

4 5.1. Plaintiff's Release.

5 5.1.1. Scope of Plaintiff's Release. Plaintiff and his respective former and present
6 spouses, representatives, agents, attorneys (including PAGA Counsel), heirs,
7 administrators, successors, and assigns generally, release and discharge Released
8 Parties from all claims, transactions, or occurrences related to their employment
9 including all claims alleged in the Action, including, but not limited to: (a) all
10 claims that were, or reasonably could have been, alleged, based on the facts
11 contained in the Complaint and the PAGA Notice, including but not limited to
12 claims for meal and rest period penalties, Labor Code Section 203 (waiting time
13 penalties) and Labor Code Section 226 (wage statements) ("Plaintiff's Release").
14 Plaintiff's Release does not extend to any claims or actions to enforce this
15 Agreement, or to any claims for vested benefits, unemployment benefits, disability
16 benefits, social security benefits, workers' compensation benefits that arose at any
17 time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges
18 that Plaintiff may discover facts or law different from, or in addition to, the facts or
19 law that Plaintiff now knows or believes to be true but agrees, nonetheless, that
20 Plaintiff's Release shall be and remain effective in all respects, notwithstanding
21 such different or additional facts or Plaintiff's discovery of them.

22 5.1.2. Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of
23 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions,
24 rights, and benefits, if any, of Section 1542 of the California Civil Code, which
25 reads:

26 **A general release does not extend to claims that the creditor or**
27 **releasing party does not know or suspect to exist in his or her favor**
28 **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.

5.2. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Complaint and the PAGA Notice, including but not limited to claims for meal and rest period penalties, Labor Code Section 203 (waiting time penalties) and Labor Code Section 226 (wage statements).

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.

The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1. Responsibilities of PAGA 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 thirty (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 Preliminary Approval to the Administrator.

6.2. 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 Class Action Administration Solutions ("Phoenix") to serve as the Administrator and verified that, as a condition of appointment, Phoenix 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 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 § 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

8.1 Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 474 Aggrieved Employees who worked 16,000 Pay Periods during the PAGA Period.

8.2. If it is determined that the Pay Periods through the PAGA Period is more than 10% greater than this number (i.e., if there are more than 17,600 actual Pay Periods during the PAGA Period), Defendant will increase the GSA by 1% for every 1% increase in workweeks above 10%. In the alternative, Defendant has the exclusive right to end the PAGA Period on an earlier date so that the escalator provision is not triggered.

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2 **9. CONTINUING JURISDICTION AND WAIVER OF RIGHT TO APPEAL.**

3 9.1. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
4 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
5 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
6 administration matters, and (iii) addressing such post-Judgment matters as are permitted by
7 law.

8 9.2. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
9 conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and
10 PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive
11 all rights to appeal from the Judgment, including all rights to post-judgment and appellate
12 proceedings, the right to file motions to vacate judgment, motions for new trial,
13 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
14 right to oppose such motions, writs or appeals. If another party appeals the Judgment, the
15 Parties' obligations to perform under this Agreement will be suspended until such time as
16 the appeal is finally resolved and the Judgment becomes final, except as to matters that do
17 not affect the amount of the Net Settlement Amount.

18
19 **10. ADDITIONAL PROVISIONS.**

20 10.1. No Admission of Liability or Representative Manageability for Other Purposes. This
21 Agreement represents a compromise and settlement of highly disputed claims. Nothing in
22 this Agreement is intended or should be construed as an admission by Defendant that any
23 of the allegations in the Complaint have merit or that Defendant has any liability for any
24 claims asserted; nor should it be intended or construed as an admission by Plaintiff that
25 Defendant's defenses in the Action have merit. The Parties agree that representative
26 treatment is for purposes of this Settlement only. If, for any reason the Court does not
27 approve this Settlement, Defendant reserves all available defenses to the claims in the
28 Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement,

1 this Agreement and Parties' willingness to settle the Action will have no bearing on, and
2 will not be admissible in connection with, any litigation (except for proceedings to enforce
3 or effectuate the Settlement and this Agreement).

4 10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
5 together with its attached exhibits shall constitute the entire agreement between the Parties
6 relating to the Settlement, superseding any and all oral representations, warranties,
7 covenants, or inducements made to or by any Party.

8 10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and
9 represent that they are authorized by Plaintiff and Defendant, respectively, to take all
10 appropriate action required or permitted to be taken by such Parties pursuant to this
11 Agreement to effectuate its terms, and to execute any other documents reasonably required
12 to effectuate the terms of this Agreement including any amendments to this Agreement.

13 10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their
14 best efforts, in good faith, to implement the Settlement by, among other things, modifying
15 the Settlement Agreement, submitting supplemental evidence and supplementing points
16 and authorities as requested by the Court. In the event the Parties are unable to agree upon
17 the form or content of any document necessary to implement the Settlement, or on any
18 modification of the Agreement that may become necessary to implement the Settlement,
19 the Parties will seek the assistance of a mediator and/or the Court for resolution.

20 10.5. No Prior Assignments. The Parties separately represent and warrant that they have not
21 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
22 encumber to any person or entity any portion of any liability, claim, demand, action, cause
23 of action, or right released and discharged by the Party in this Settlement.

24 10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are
25 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
26 relied upon as such within the meaning of United States Treasury Department Circular 230
27 (31 CFR Part 10, as amended) or otherwise.
28

- 1 10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended,
2 modified, changed, or waived only by an express written instrument signed by all Parties
3 or their representatives, and approved by the Court.
- 4 10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
5 benefit of, the successors of each of the Parties.
- 6 10.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
7 governed by and interpreted according to the internal laws of the state of California,
8 without regard to conflict of law principles.
- 9 10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
10 this Agreement. This Agreement will not be construed against any Party on the basis that
11 the Party was the drafter or participated in the drafting.
- 12 10.11. Confidentiality. To the extent permitted by law, all agreements made, and
13 orders entered during Action and in this Agreement relating to the
14 confidentiality of information shall survive the execution of this Agreement.
15 Plaintiff and his counsel will keep the operative complaint(s), PAGA letters, and this
16 settlement confidential through preliminary approval. Thereafter, Plaintiff and his
17 counsel will further agree to keep this settlement, operative complaint(s), and the
18 PAGA letters confidential including, without limitation, no disclosures to current or
19 former employees of the Defendant, to the media, or on any websites, blogs, social
20 media, and/or online platforms. Plaintiff's Counsel may not publicize this Settlement
21 Agreement or use it for advertising purposes. Exceptions to the obligation of
22 confidentiality in this section are: (i) disclosures necessary to comply with the law,
23 judicial process, or for financial planning or tax preparation purposes; (ii) to obtain,
24 seek, and maintain approval of this settlement in court and as is necessary to provide
25 settlement information to Aggrieved Employees, and (iii) if any party seeks to enforce
26 any term or condition of this Agreement against any other party. Nothing herein shall
27 prevent Plaintiff's counsel from disclosing this settlement for purposes of describing
28 their qualifications as counsel in other cases or as required by a court, nor shall any

terms herein preclude Plaintiff's Counsel from communicating with and fulfilling its obligations to the Aggrieved Employees.

10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant 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 rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

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 Plaintiff:

Javier Mendez
c/o MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, CA 90017

To Defendants:

Fresno's Chaffee Zoo Corporation
c/o SAGASER, WATKINS & WIELAND PC
5260 N. Palm Ave., Suite 400
Fresno, CA 93704

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 § 583.330 to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

SIGNATURE PAGE TO FOLLOW

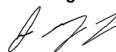
Plaintiff:

Dated: October 24, 2025

By: _____

Javier Mendez

DocuSigned by:



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Plaintiff's Counsel:

Dated: October 24, 2025

MOON LAW GROUP, PC

By: _____

Kane Moon
Daniel Park
Attorneys for Plaintiff



Defendant:

Dated: October __, 2025

By: _____

Fresno's Chaffee Zoo Corporation

Signature

Title

Defendant's Counsel:

Dated: October __, 2025

SAGASER, WATKINS & WIELAND PC

By: _____

Ian B. Wieland
Daniella M. Crisanti

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Plaintiff:

Dated: October __, 2025

By: _____
Javier Mendez

Plaintiff's Counsel:

Dated: October __, 2025

MOON LAW GROUP, PC

By: _____
Kane Moon
Daniel Park
Attorneys for Plaintiff

Defendant:

Dated: October 27, 2025

By: Steven Gonzales-Warkentin
Fresno's Chaffee Zoo Corporation

Steven Gonzales-Warkentin
Signature
Chief of Staff
Title

Defendant's Counsel:

Dated: October 27, 2025

SAGASER, WATKINS & WIELAND PC

By: 
Ian B. Wieland
Daniella M. Crisanti

Kane Moon (SBN 249834)
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 Daniel J. Park (SBN 274973)
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*Attorneys for Defendant, FRESNO'S CHAFFEE ZOO
 CORPORATION, a California corporation*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF FRESNO**

JAVIER MENDEZ, individually, and on
 behalf of all others similarly situated,

Plaintiff,

vs.

FRESNO'S CHAFFEE ZOO
 CORPORATION; and DOES 1 through 10,
 inclusive,

Defendants.

Case No.: 23CECG04628

*[Assigned For All Purposes to Honorable D. Tyler
 Tharpe, Dept. 501]*

**ADDENDUM TO PAGA SETTLEMENT
 AGREEMENT**

Complaint filed: November 6, 2023

Addendum to the PAGA SETTLEMENT AGREEMENT

This Addendum to the PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Javier Mendez (“Plaintiff”) and Defendant Fresno’s Chaffee Zoo Corporation (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

3. MONETARY TERMS.

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33% which is currently estimated to be \$85,500 and a PAGA Counsel Litigation Expenses Payment of not more than \$25,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff 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. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff’s 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 holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

Plaintiff:

Dated: 1/9/2026

By: _____

Javier Mendez

DocuSigned by:



E539B759A8274A3...

Plaintiff's Counsel:

Dated: 01/09/2026

MOON LAW GROUP, PC

By: _____

Kane Moon
Daniel Park
Attorneys for Plaintiff

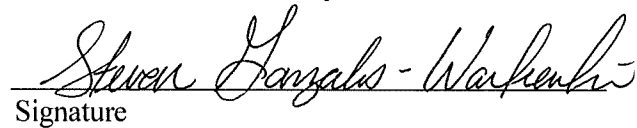


Defendant:

Dated: 1/13/2026

By: _____

STEVEN GONZALES-WARKENTIN
Fresno's Chaffee Zoo Corporation


Signature

CHIEF OF STAFF
Title

Defendant's Counsel:

Dated: 1/13/2026

SAGASER, WATKINS & WIELAND PC

By: _____

Ian B. Wieland
Daniella M. Crisanti



Exhibit A

[SETTLEMENT ADMINISTRATOR LETTERHEAD]

Mailing Date

NOTICE OF SETTLEMENT

RE: *Mendez v. Fresno's Chaffee Zoo Corporation*, California Superior Court Fresno County, Case No. 23CECG04628

[Settlement Administrator Info]

***A Superior Court for the State of California authorized this Notice. Please read it carefully!
This is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You have received the enclosed check in connection with a Settlement of the above-referenced Lawsuit brought against Fresno's Chaffee Zoo Corporation (referred to as "Defendant") by a former employee of Defendant, Javier Mendez (referred to as "Plaintiff"), for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* (referred to as "PAGA").

On November 6, 2023, Plaintiff filed a Lawsuit against Defendant in the California Superior Court Fresno County, entitled *Mendez v. Fresno's Chaffee Zoo Corporation*, Case No. 23CECG04628 (referred to as the "Lawsuit"). Plaintiff filed his Lawsuit on behalf of himself and all other current and former non-exempt employees who worked for Defendant in California at any time during the PAGA Period (referred to as "Aggrieved Employees"). The "PAGA Period" is November 5, 2023, to May 20, 2025. In his Lawsuit, Plaintiff claims that he and all other Aggrieved Employees were subjected to various violations of the California Labor Code by Defendant, for which they are entitled to civil penalties under PAGA.

Defendant denies all allegations and liability alleged in the Lawsuit. Likewise, Plaintiff denies that any of Defendant's defenses have merit. However, to avoid further time and expense of protracted and uncertain litigation, Defendant and Plaintiff have agreed to resolve the Lawsuit by way of a written settlement agreement (referred to as the "Settlement"). The Settlement, which was approved by the Fresno Superior Court on DATE resolves all claims for PAGA penalties alleged in the Lawsuit (referred to as the "Settlement Approval Order").

Upon the date of the Court's Settlement Approval Order and Defendant's payment to the Settlement Administrator, Phoenix Class Action Administration Solutions, of all funds owed in settlement of the Lawsuit, the California Labor and Workforce Development Agency (referred to as the "LWDA") and all Aggrieved Employees, on behalf of themselves, and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, have released the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Complaint the PAGA Notice, including but not limited to claims for meal and rest period penalties, Labor Code Section 203 (waiting time penalties) and Labor Code Section 226 (wage statements) ("Released PAGA Claims"). The "Released Parties" refers to Defendant Fresno's Chaffee Zoo Corporation and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates. "Plaintiff's PAGA Notice" refers to Plaintiff's November 5, 2023 letter to Defendant and the LWDA providing written notice of alleged violations pursuant to California Labor Code section 2699.3(a). "Operative Complaint" refers to Plaintiff's First Amended Class and Representative Action Complaint filed on , 2025.

Pursuant to the Court's Settlement Approval Order, Defendant has paid \$285,000.00 in settlement of the PAGA Claims as alleged in the Lawsuit. After accounting for Plaintiff's Counsel's attorneys' fees of \$ and

reimbursement of litigation costs of \$ [REDACTED], as well as settlement administration expenses of \$ [REDACTED], the remaining sum is referred to as the "PAGA Penalties." Pursuant to requirements under California Labor Code section 2699(i), the PAGA Penalties have been divided as follows: \$ [REDACTED] (75%) to the LWDA, and \$ [REDACTED] (25%) to all Aggrieved Employees through "Individual PAGA Payments" to be shared on a proportionate basis. The Individual PAGA Payment to each Aggrieved Employee was calculated by the Administrator according to the number of pay periods worked by each Aggrieved Employee for Defendant in California and in a non-exempt position during the PAGA Period (referred to as "PAGA Pay Periods"), as shown by Defendant's business records.

The enclosed check represents your Individual PAGA Payment and share of the PAGA Penalties. The amount is based on your PAGA Pay Periods: **#PAGAPayPeriods**. An IRS 1099 Form is also enclosed. You are solely responsible for paying federal, state, or local taxes, if any, on the amount of your check. Neither Plaintiff, Defendant, or their respective attorneys can provide you with any advice regarding taxes or the taxability of your Individual PAGA Payment.

Your enclosed check is valid for 180 days from the date of its issuance. ***It is strongly recommended that you cash or deposit this check immediately.*** After the 180 days, you cannot cash the check because the Settlement Administrator will void the check and transmit the funds to the California Controller's Office Unclaimed Property Fund for further handling. For information on reclaiming your voided funds from the California Controller, please visit: https://www.sco.ca.gov/search_upd.html.

Even if you fail to cash the enclosed check, by way of this Settlement and the Court's corresponding Settlement Approval Order you will still be deemed to have released the Released PAGA Claims described above!

If your check is lost or misplaced, please contact the Settlement Administrator to have it reissued. Additionally, if you have any questions about your check or otherwise, please contact the Settlement Administrator, whose contact information is as follows: **Phoenix Class Action Administration Solutions, tel, and other contact information.**