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Attorneys for Plaintiff
TAYLOR VJUR JAMESH WALLACE,
as an aggrieved employee, and on behalf of all other
aggrieved employees

Additional Counsel Next Page

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

TAYLOR VJUR JAMESH WALLACE, as
an aggrieved employee, and on behalf of all
other aggrieved employees under the Labor
Code Private Attorneys' General Act of 2004,

Plaintiff,

v.

MOVIE GRILL CONCEPTS XXXV, LLC.,
a Texas limited liability company; STUDIO
MOVIE GRILL HOLDINGS, LLC., a Texas
limited liability company; MOVIE GRILL
CONCEPTS XX, LLC., a Texas limited
liability company; MOVIE GRILL
CONCEPTS XXXVII, LLC., a Texas limited
liability company; MOVIE GRILL
CONCEPTS XXXIX, LLC., a Texas limited
liability company; MOVIE GRILL
CONCEPTS TRADEMARK HOLDINGS,
LLC., a Texas limited liability company;
MOVIE GRILL CONCEPTS XIX, LLC a
Texas limited liability company; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: BCV-24-101028

[Assigned for All Purposes to the Hon.
Bernard C. Barmann Jr., Div. H]

REPRESENTATIVE ACTION

**JOINT STIPULATION RE: PAGA
SETTLEMENT**

Action Filed: March 20, 2024

Trial Date: None

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

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Attorneys for Defendants

MOVIE GRILL CONCEPTS XXXV, LLC; STUDIO MOVIE

GRILL HOLDINGS, LLC; MOVIE GRILL CONCEPTS XX, LLC;

MOVIE GRILL CONCEPTS XXXVII, LLC; MOVIE GRILL

CONCEPTS XXXIX, LLC; MOVIE GRILL CONCEPTS

TRADEMARK HOLDINGS, LLC and MOVIE GRILL CONCEPTS

XIX, LLC

This Joint Stipulation re: PAGA Settlement (“Settlement,” “Agreement” or “Settlement Agreement”) is made by and between plaintiff Taylor Vjur Jamesh Wallace (“Plaintiff”), individually, and on behalf of the Aggrieved Employees, on one hand; and defendants Movie Grill Concepts XXXV, LLC; Studio Movie Grill Holdings, LLC; Movie Grill Concepts XX, LLC; Movie Grill Concepts XXXVII, LLC; Movie Grill Concepts XXXIX, LLC; Movie Grill Concepts Trademark Holdings, LLC; and Movie Grill Concepts XIX, LLC (collectively, “Defendants”), on the other hand, in the lawsuit entitled *Taylor Vjur Jamesh Wallace v. Movie Grill Concepts XXXV, LLC, et al.*, filed in the Superior Court of the State of California for the County of Kern, Case No. BCV-24-101028. Plaintiff and Defendants shall be, at times, collectively referred to as the “Parties.” This Agreement is intended by the Parties to fully, finally, and forever resolve the claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

1. DEFINITIONS

1.1. “**Action**” means Plaintiff’s PAGA lawsuit, alleging wage and hour violations against Defendants, captioned *Taylor Vjur Jamesh Wallace v. Movie Grill Concepts XXXV, LLC, et al.*, Case No. BCV-24-101028, initiated in 2024, and pending in the Superior Court of the State of California, County of Kern.

1.2. “**Administrator**” means Apex Class Action, LLC (“Apex”), the neutral entity mutually selected by the Parties to administer the Settlement.

1.3. “**Administration Expenses Payment**” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.

1.4. “**Aggrieved Employees**” means all persons currently or formerly employed by Defendants as non-exempt, hourly-paid employees during the PAGA Period in the State of California.

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1.5. **“Aggrieved Employee Data”** means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address, and time and pay records for Aggrieved Employees.

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.

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

1.7. **“Court”** means the Superior Court of California, County of Kern.

1.8. **“Defense Counsel”** means Ogletree, Deakins, Nash, Smoak & Stewart, P.C., including Aaron H. Cole and S. Nadine Agharezaei, counsel for Defendants in the Action.

1.9. **“Effective Date”** means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement, and (b) the Judgment is final.

1.10. **“Gross Settlement Amount”** means \$500,000.00, which is the total amount Defendants agree to pay under the Settlement, subject to increase as provided in this Agreement. 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’s Expenses Payment.

1.11. **“Individual PAGA Payment”** means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties, calculated according to the number of PAGA Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12. **“Judgment”** means the judgment entered by the Court based upon the Final Approval.

1.13. **“LWDA”** means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.14. **“LWDA PAGA Payment”** means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.15. **“PAGA Counsel”** means David D. Bibiyan, and Vedang J. Patel of Bibiyan Law Group, P.C., the attorneys representing the Plaintiff in the Action.

1.16. **“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, as described in paragraph 3.2.1 below.

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

1.18. **“PAGA Period”** means the period from November 2, 2022 through February 4, 2026.

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

1.20. **“PAGA Notice”** means the November 2, 2023 letter that Plaintiff sent to Defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.21. **“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 75% to the LWDA, in settlement of the PAGA claims.

1.22. **“Plaintiff”** means Taylor Vjur Jamesh Wallace, the named plaintiff in the Action.

1.23. **“Released PAGA Claims”** means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.24. **“Released Parties”** means: Defendants and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates, including Kimberly Chaney.

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

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2. **RECITALS**

2.1. On March 20, 2024, Plaintiff commenced this Action by filing a Complaint (the “Operative Complaint”), alleging causes of action against Defendants for civil penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”) based on the Labor Code violations alleged in the PAGA Notice. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified therein, and deny any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff provided timely written notice to Defendants and the California Labor and Workforce Development Agency (“LWDA”) by serving the PAGA Notice on November 2, 2023.

2.3. On December 2, 2025, the Parties participated in an all-day mediation presided over by Marc Feder, Esq., which resulted in the Parties’ agreement to resolve the Action pursuant to the terms set forth in this Settlement Agreement.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery and investigation, information sufficient to evaluate the merits of the PAGA claims and the risks of continued litigation, including information concerning Defendants’ workforce, payroll and timekeeping practices during the PAGA Period, applicable policies, and Plaintiff’s personnel records.

2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS**

3.1. **Gross Settlement Amount.** Except as otherwise provided by Paragraph 8 below, Defendants promise to pay \$500,000.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 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 thirty-five percent (35%) of the Gross Settlement Amount, subject to escalation pursuant to Section 8.1 of this Agreement and approval by the Court, which is currently estimated to be \$175,000.00, and a PAGA Counsel Litigation Expenses Payment of not more than \$30,000.00. Defendants will not oppose requests for Court approval of 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 Counsel 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 PAGA Penalties. 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 Form 1099s. PAGA Counsel assume full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and shall hold Defendants harmless and indemnify Defendants from any dispute or controversy regarding any division or sharing of any of these payments. There will be no additional charge of any kind to Aggrieved Employees or request for additional consideration from Defendants for such work unless Defendants materially breach this Agreement, including any term regarding funding, and further efforts are

necessary from PAGA Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement.

3.2.2. **To the Administrator:** An Administrator Expenses Payment not to exceed \$9,290.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$9,290.00, the Administrator will retain the remainder in the PAGA Penalties.

3.2.3. **To the LWDA and Aggrieved Employees:** PAGA Penalties in an amount to be paid from the Gross Settlement Amount as approved by the Court, with seventy-five percent (75%) of such PAGA Penalties allocated to the LWDA PAGA Payment and twenty-five percent (25%) allocated to the Individual PAGA Payments, in accordance with Labor Code section 2699, subdivision (i).

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' twenty-five percent (25%) share of the 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 PAGA Penalties. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

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1 **4. SETTLEMENT FUNDING PAYMENTS**

2 4.1. **Aggrieved Employee Pay Periods.** Based on a review of Defendants' records as
3 of mediation, the Parties understand there were no more than 23,665 PAGA Pay Periods worked
4 during the PAGA Period.

5 4.2. **Aggrieved Employee Data.** Within fourteen (14) days of the Effective Date,
6 Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in
7 the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the
8 Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved
9 Employee Data only for purposes of this Settlement and for no other purpose, and restrict access
10 to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved
11 Employee Data to effect and perform under this Agreement. Defendants have a continuing duty
12 to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted
13 employee identifying information and to provide corrected or updated Aggrieved Employee Data
14 as soon as reasonably feasible. Without any extension of the deadline by which Defendants must
15 send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will
16 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related
17 to missing or omitted Aggrieved Employee Data.

18 4.3. **Funding of Gross Settlement Amount.** Defendants shall fully fund the Gross
19 Settlement Amount by transmitting the funds to the Administrator no later than thirty (30)
20 calendar days after the Effective Date, or June 20, 2026, whichever is later, provided there are
21 no objections, appeals, or stays.

22 4.4. **Payments from the Gross Settlement Amount.** Within fourteen (14) days after
23 Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all
24 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment,
25 the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment.
26 Disbursement of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses
27 Payment shall not precede disbursement of Individual PAGA Payments.

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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 one hundred eighty (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 a 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, upon request by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator shall transmit the funds represented by such checks, together with any accrued interest, as unpaid, unclaimed, or abandoned residue pursuant to Code of Civil Procedure section 384 to Legal Aid at Work, 180 Montgomery Street, Suite 600, San Francisco, California 94104, for use in Los Angeles County.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the

Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS

Effective upon the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. **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, Released Parties from all claims, rights, demands, liabilities and causes of action that arose during the PAGA Period for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice for PAGA civil penalties, including, but not limited to, pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1 and 2699, in connection with alleged violations of Labor Code sections 96(k), 98.6, 201, 201.3, 202, 203, 204, 212, 213, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, 246, *et seq.*, 404, 432, 510, 512, 558, 1102.5, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 1527, 2699, 2802 and 2810.5, California Industrial Welfare Commission (IWC) Wage Orders, Section 14, and California Code of Regulations sections 1527, 3366, 3457, and 8397.4.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT

The Parties agree to Plaintiff's filing of a motion for approval of this Settlement.

6.1. **Plaintiff's Responsibilities.** Plaintiff will prepare and endeavor to 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;

1 and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense
2 Counsel; (iii) a signed declaration from PAGA Counsel attesting to their timely transmission to
3 the LWDA of all necessary PAGA documents (initial notices of violations (Labor Code section
4 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement
5 (Labor Code section 2699, subd. (1)(2)); and (iv) all facts relevant to any actual or potential
6 conflict of interest with Aggrieved Employees and/or the Administrator.

7 **6.2. Responsibilities of PAGA Counsel.** PAGA Counsel are responsible for
8 expeditiously finalizing and filing the motion for approval of this Settlement after the full
9 execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion
10 and appearing in Court to advocate in favor of the motion. PAGA Counsel are responsible for
11 delivering the Court's Approval Order to the Administrator.

12 **6.3. Duty to Cooperate.** If the Parties disagree on any aspect of the proposed
13 application or motion for approval of this Settlement and/or the supporting declarations and
14 documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of
15 the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement.
16 If the Court does not grant the motion for approval of this Settlement or conditions its approval
17 on any material change to this Agreement, PAGA Counsel and Defense Counsel will
18 expeditiously work together on behalf of the Parties by meeting in person or by telephone, and
19 in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

20 **7. SETTLEMENT ADMINISTRATION**

21 **7.1. Selection of Administrator.** The Parties have jointly selected Apex to serve as
22 the Administrator and verified that, as a condition of appointment, Apex agrees to be bound by
23 this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange
24 for payment of Administration Expenses. The Parties and their Counsel represent that they have
25 no interest or relationship, financial or otherwise, with the Administrator other than a professional
26 relationship arising out of prior experiences administering settlements.

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7.2. **Employer Identification Number.** The Administrator shall have and use its own Employer Identification Number for purposes of issuing IRS Forms 1099 and making any required reports to state and federal tax authorities.

7.3. **Qualified Settlement Fund.** To the extent required by law or ordered by the Court, the Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under U.S. Treasury Regulation section 1.468B-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 Defendants’ records, the Parties understand that, as of mediation, there were no more than 23,665 PAGA Pay Periods worked by Aggrieved Employees during the PAGA Period.

8.1. **Escalator Clause.** Defendants represent that, at the time of the December 2, 2025 mediation, there were no more than 23,665 pay periods worked during the PAGA Period. In the event the number of Pay Periods during the PAGA Period (i.e. November 2, 2022 to February 4, 2026) increases by more than 10%, or 2,366.5 Pay Periods, Defendants shall have the option, in their sole discretion, to either: (1) cap the PAGA Period as of the date on which the cumulative Pay Periods first meet the ten percent (10%) threshold, with no obligation to include additional Pay Periods thereafter; or (2) increase the Gross Settlement Amount proportionately to account for the excess Pay Periods. In the event Defendants opt for a proportional increase in the Gross Settlement Amount, then the Gross Settlement Amount shall be increased proportionally by the Pay Periods in excess of 26,031.5 (23,665 + 2,366.5) multiplied by the Pay Period Value. The Pay Period Value shall be calculated by dividing the Gross Settlement Amount (\$500,000) by 23,665 = \$21.23 (“Pay Period Value”). Thus, for example, should there be 27,214.75 pay periods in the PAGA Period, then the Gross Settlement Amount shall be increased by \$75,006.22 (27,214.75 Pay Periods – 23,665 Pay Periods x \$21.13/Pay Period).

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1 **9. CONTINUING JURISDICTION OF THE COURT**

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

6 9.1. **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms
7 and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and
8 PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all
9 rights to appeal from the Judgment, including all rights to post-judgment and appellate
10 proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary
11 writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such
12 motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to
13 perform under this Agreement will be suspended until such time as the appeal is finally resolved
14 and the Judgment becomes final, except as to matters that do not affect the amount of the PAGA
15 Penalties.

16 **10. ADDITIONAL PROVISIONS**

17 10.1. **No Admission of Liability or Representative Manageability for Other**
18 **Purposes.** This Agreement represents a compromise and settlement of highly disputed claims.
19 Nothing in this Agreement is intended or should be construed as an admission by Defendants
20 that any of the allegations in the Operative Complaint have merit or that Defendants have any
21 liability for any claims asserted; nor should it be intended or construed as an admission by
22 Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative
23 treatment is for purposes of this Settlement only. If, for any reason the Court does not approve
24 this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff
25 reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties'
26 willingness to settle the Action will have no bearing on, and will not be admissible in connection
27 with, any litigation (except for proceedings to enforce or effectuate the Settlement and this
28 Agreement).

1 10.2. **Integrated Agreement.** Upon execution by all Parties and their counsel, this
2 Agreement together with its attached exhibits shall constitute the entire agreement between the
3 Parties relating to the Settlement, superseding any and all oral representations, warranties,
4 covenants, or inducements made to or by any Party.

5 10.3. **Attorney Authorization.** PAGA Counsel and Defense Counsel separately
6 warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take
7 all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
8 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
9 terms of this Agreement including any amendments to this Agreement.

10 10.4. **Cooperation.** The Parties and their counsel will cooperate with each other and
11 use their best efforts, in good faith, to implement the Settlement by, among other things,
12 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
13 points and authorities as requested by the Court. In the event the Parties are unable to agree upon
14 the form or content of any document necessary to implement the Settlement, or on any
15 modification of the Agreement that may become necessary to implement the Settlement, the
16 Parties will seek the assistance of a mediator and/or the Court for resolution.

17 10.5. **No Prior Assignments.** The Parties separately represent and warrant that they
18 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
19 or encumber to any person or entity, any portion of any liability, claim, demand, action, cause of
20 action, or right released and discharged by the Party in this Settlement.

21 10.6. **No Tax Advice.** Neither Plaintiff, PAGA Counsel, Defendants nor Defense
22 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
23 Settlement be relied upon as such within the meaning of United States Treasury Department
24 Circular 230 (31 CFR Part 10, as amended) or otherwise.

25 10.7. **Modification of Agreement.** This Agreement, and all parts of it, may be
26 amended, modified, changed, or waived only by an express written instrument signed by all
27 Parties or their representatives, and approved by the Court.

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

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

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

10.11. **Confidentiality.** To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12. **Use 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 Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

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:

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To Plaintiff:

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Brandon M. Chang (SBN 316197)

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Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

To Defendant:

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

Aaron H. Cole (Cal. Bar No. 236655)

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S. Nadine Agharezaei (Cal. Bar No. 333637)

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400 South Hope Street, Suite 1200

Los Angeles, California 90071

Telephone: 213-239-9800

Facsimile: 213-239-9045

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 further agree that, upon the signing of this Agreement, the time to bring the Action to trial shall be extended pursuant to Code of Civil Procedure section 583.330 for the entire period of this settlement process.

10.18. **Severability.** In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense Counsel and PAGA Counsel, on behalf of the Parties and the Aggrieved Employees, mutually

elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Date: 06/12/2026

Taylor Vjur Jamesh Wallace
Plaintiff TAYLOR VJUR JAMESH WALLACE

Date: _____

MOVIE GRILL CONCEPTS XXXV, LLC

Name: _____

Title: _____

Date: _____

STUDIO MOVIE GRILL HOLDINGS, LLC

Name: _____

Title: _____

Date: _____

MOVIE GRILL CONCEPTS XX, LLC

Name: _____

Title: _____

elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Date: _____

Plaintiff TAYLOR VJUR JAMESH WALLACE

Date: 08-Jun-2026

MOVIE GRILL CONCEPTS XXXV, LLC

Signed by:

DFE7D20FFCFCB4B2...

Name: Ted Croft

Title: Chief Executive Officer

Date: 08-Jun-2026

STUDIO MOVIE GRILL HOLDINGS, LLC

Signed by:

DFE7D20FFCFCB4B2...

Name: Ted Croft

Title: Chief Executive Officer

Date: 08-Jun-2026

MOVIE GRILL CONCEPTS XX, LLC

Signed by:

DFE7D20FFCFCB4B2...

Name: Ted Croft

Title: Chief Executive Officer

1
2 Date: 08-Jun-2026

MOVIE GRILL CONCEPTS XXXVII, LLC

3
4 Signed by:

Ted Croft

DFE7D20FFCFB4B2...

5 Name: Ted Croft

6 Title: Chief Executive Officer

7
8
9 Date: 08-Jun-2026

MOVIE GRILL CONCEPTS XXXIX, LLC

10 Signed by:

Ted Croft

DFE7D20FFCFB4B2...

11 Name: Ted Croft

12 Title: Chief Executive Officer

13
14
15 Date: 08-Jun-2026

MOVIE GRILL CONCEPTS TRADEMARK
HOLDINGS, LLC

16 Signed by:

Ted Croft

DFE7D20FFCFB4B2...

17 Name: Ted Croft

18 Title: Chief Executive Officer

19
20
21
22 Date: 08-Jun-2026

MOVIE GRILL CONCEPTS XIX, LLC

23 Signed by:

Ted Croft

DFE7D20FFCFB4B2...

24 Name: Ted Croft

25 Title: Chief Executive Officer

1 **AGREED AS TO FORM ONLY:**

2
3 Date: 6/12/2026

BIBIYAN LAW GROUP, P.C.

4
5 Vedang J. Patel
6 David D. Bibiyan
7 Vedang J. Patel
8 Counsel for Plaintiff

9 Date: 6/12/2026

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

10 Aaron H. Cole
11 Aaron H. Cole
12 S. Nadine Agharezaei
13 Counsel for Defendants
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