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as an aggrieved employee, and on behalf of all other aggrieved employees

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

NICHOLAS ANTHONY JOHNSON, as an
aggrieved employee, and on behalf of all other
aggrieved employees under the Labor Code
Private Attorneys' General Act of 2004,

Plaintiff,

v.

WOLFGANG PUCK CATERING AND
EVENTS, LLC, a Delaware limited liability
company; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 24STCV15780

[Assigned to the Hon. Randolph M.
Hammock in Dept. 49]

PAGA SETTLEMENT AGREEMENT

Action Filed: June 24, 2024
Trial Date: None set

This PAGA Settlement Agreement (“the Agreement”) is made by and between plaintiff Nicholas Anthony Johnson (“Plaintiff”), individually and on behalf of the Aggrieved Employees; and defendant Wolfgang Puck Catering and Events, LLC (“Defendant”). The Settlement Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

1.1. “Action” means Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Nicholas Anthony Johnson v. Wolfgang Puck Catering Events, LLC, et al.*, Case No. 24STCV15780 initiated on June 24, 2024, in the Superior Court of the State of California, County of Los Angeles.

1.2. “Administrator” means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator shall 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 persons currently or formerly employed by Defendant in California, either directly or through any subsidiary, staffing agency, or professional employer organization, as nonexempt, hourly paid employees during the PAGA Period.

1.5. “Aggrieved Employee Data” means identifying information in Defendant’s possession for the Aggrieved Employees, including the Aggrieved Employee’s name, last known mailing address, phone number, Social Security number, hire dates, termination dates (as applicable), and rehire dates (as applicable).

1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for the Aggrieved Employees’ current 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 the Aggrieved Employees.

1.7. “Approval Order” means the order made by the court granting approval of the Settlement.

1.8. “Court” means the Superior Court of California, County of Los Angeles.

1.9. “Defendant” means the named Defendant, Wolfgang Puck Catering and Events, LLC.

1.10. “Defense Counsel” means Lonnie D. Giamela and Landon R. Schwob of Fisher & Phillips LLP.

1.11. “Effective Date” means the date on which the Court enters the Judgment.

1.12. “Gross Settlement Amount” means Nine Hundred Ninety-Five Thousand Dollars and Zero Cents (\$995,000.00), which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8.1, *infra*. The Gross Settlement Amount shall be used to pay the Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

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

1.14. “Judgment” means the judgment entered by the Court on the Approval Order.

1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency referenced in Labor Code section 2699, subd. (i).

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

1 **1.17. “Net Settlement Amount”** means the Gross Settlement Amount, less the
2 following payments in the amounts approved by the Court: (i)PAGA Counsel Fees Payment; (ii)
3 the PAGA Counsel Litigation Expenses Payment; and (iii) the Administration Expenses
4 Payment. The remainder shall be paid to the LWDA and the Aggrieved Employees as the LWDA
5 PAGA Payment and the Individual PAGA Payments, respectively.

6 **1.18. “Operative Complaint”** means the complaint filed in the Action.

7 **1.19. “PAGA Counsel” and “Plaintiff’s Counsel”** means David D. Bibiyan and
8 Vedang J. Patel of Bibiyan Law Group, P.C.

9 **1.20. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses**
10 **Payment”** mean the amounts allocated to PAGA Counsel for reimbursement of reasonable
11 attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

12 **1.21. “Pay Period”** means any pay period during the PAGA Period during which an
13 Aggrieved Employee worked for Defendant, based on hire dates, termination dates (if
14 applicable), and rehire dates (if applicable).

15 **1.22. “PAGA Period”** means the period from January 8, 2023, through May 1, 2025.

16 **1.23. “PAGA”** means the Private Attorneys General Act of 2004 (Labor Code §§ 2698.
17 *et seq.*).

18 **1.24. “PAGA Notice”** means Plaintiff’s letter to Defendant and the LWDA providing
19 notice pursuant to Labor Code section 2699.3, subd. (a).

20 **1.25. “PAGA Penalties”** means the total amount of PAGA civil penalties to be paid
21 from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to the
22 LWDA in settlement of the Released PAGA Claims.

23 **1.26. “Plaintiff”** means Nicholas Anthony Johnson, the named plaintiff in the Action.

24 **1.27. “Released PAGA Claims”** means the claims being released by the Plaintiff and
25 PAGA Counsel, as described in Paragraph 5.2, *infra*.

1 **1.28. “Released Parties”** means Defendant and any of its past, present, and future
 2 direct or indirect parents, subsidiaries, predecessors, successors, affiliates, sectors, divisions,
 3 assigns, joint venturers, third parties, and other related entities, as well as each of their present
 4 and/or future officers, directors, administrators, trustees, staff, members, managers, employees,
 5 agents, representatives, attorneys, insurers, re-insurers, partners, investors, and shareholders, as
 6 well as any individual or entity which could be jointly liable with Defendant.

7 **1.29. “Settlement”** means the disposition of the Action effected by the Agreement and
 8 the Judgment.

9 **2. RECITALS**

10 **2.1.** On January 8, 2024, Plaintiff filed the PAGA Notice with the LWDA and served
 11 the same on Defendant.

12 **2.2.** On June 24, 2024, Plaintiff filed the Operative Complaint in the Action.

13 **2.3.** On May 1, 2025, the Parties participated in a full-day mediation on a PAGA-only
 14 basis, presided over by Lynn Frank, Esq., which led to the settlement of the Action, on the terms
 15 set forth herein.

16 **2.4.** Prior to mediation, Defendant agreed to and did informally produce the following:
 17 (i) time and payroll records for approximately 25% of the Aggrieved Employees; (ii) all
 18 employee handbooks featuring policies that were in effect during the PAGA Period; and (iii)
 19 Plaintiff’s personnel file maintained by Defendant.

20 **2.5.** The Parties, PAGA Counsel and Defense Counsel represent that they are not
 21 aware of any other pending matter or action asserting claims that will be extinguished or affected
 22 by the Settlement.

23 **3. MONETARY TERMS**

24 **3.1. Gross Settlement Amount.** Except as otherwise provided in Paragraph 8.1, *infra*,
 25 Defendant shall pay the Gross Settlement Amount, and nothing more, in settlement of the Action.

1 Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in
2 Paragraph 4.3, *infra*. The Administrator shall disburse the entirety of the Gross Settlement
3 Amount without asking or requiring the Aggrieved Employees to submit any claim as a condition
4 of payment. None of the Gross Settlement Amount shall revert to Defendant.

5 **3.2. Payments from the Gross Settlement Amount.** The Administrator shall make
6 and deduct the following payments from the Gross Settlement Amount, in the amounts specified
7 by the Court in the Approval Order:

8 **3.2.1 To PAGA Counsel:** The PAGA Counsel Fees Payment in an amount not
9 to exceed 35% of the Gross Settlement Amount, which is currently
10 estimated to be \$348,250.00, and the PAGA Counsel Litigation Expenses
11 Payment, not to exceed \$30,000.00. Defendant shall not oppose requests
12 for Court approval of these payments, provided that they do not exceed
13 these amounts, unless, in the event of a material breach of the Agreement
14 by Defendant, Plaintiff is required to move the Court for enforcement of
15 the Agreement. Plaintiff and/or PAGA Counsel shall file an application or
16 motion seeking the PAGA Counsel Fees Payment and the PAGA Counsel
17 Litigation Expenses Payment. Should the Court approve the PAGA
18 Counsel Fees Payment and/or the PAGA Counsel Litigation Expenses
19 Payment in amounts less than those requested, the Administrator shall
20 allocate the remainder to the Net Settlement Amount. The Released
21 Parties shall have no liability to PAGA Counsel or any other attorney
22 representing Plaintiff arising from any claim to any portion of the PAGA
23 Counsel Fees Payment and/or the PAGA Counsel Litigation Expenses
24 Payment. There shall be no additional allocation of the Gross Settlement
25 Amount to either the PAGA Counsel Fees Payment or the PAGA Counsel

1 Litigation Expenses Payment unless (i) Defendant materially breaches the
2 Agreement, including any term regarding funding, and (ii) further efforts
3 on the part of PAGA Counsel are reasonably necessary to remedy said
4 breach, including, without limitation, moving the Court to enforce the
5 Agreement. The Administrator shall pay the PAGA Counsel Fees Payment
6 and the PAGA Counsel Litigation Expenses Payment using one or more
7 IRS Forms 1099. PAGA Counsel assumes full responsibility and liability
8 for taxes owed on the PAGA Counsel Fees Payment and the PAGA
9 Counsel Litigation Expenses Payment, and shall hold Defendant harmless,
10 and indemnify Defendant, from any dispute or controversy regarding any
11 division or sharing of either the PAGA Counsel Fees Payment or the
12 PAGA Counsel Litigation Expenses Payment.

13 **3.2.2 To the Administrator:** The Administration Expenses Payment, not to
14 exceed \$9,890.00, except upon a showing of good cause and as approved
15 by the Court. Should the Court approve the Administration Expenses
16 Payment in an amount less than the aforementioned sum, the
17 Administrator shall allocate the remainder to the Net Settlement Amount.

18 **3.2.3 To the LWDA and the Aggrieved Employees:** The PAGA Penalties in
19 the amount of \$606,860.00, to be paid from the Gross Settlement Amount,
20 with 75% (\$455,145.00) allocated to the LWDA PAGA Payment, and 25%
21 (\$151,715.00) allocated to the Individual PAGA Payments.

22 **3.2.3.1** The Administrator shall calculate the Individual PAGA Payments
23 for each of the Aggrieved Employees by: (i) dividing the total
24 amount of the Aggrieved Employees' collective 25% share of the
25 PAGA Penalties (\$151,715.00) by the total number of Pay Periods

1 worked by all of the Aggrieved Employees; and (ii) multiplying the
2 result by that Aggrieved Employee's Pay Periods. The Aggrieved
3 Employees assume full responsibility and liability for any taxes
4 owed on their Individual PAGA Payments.

5 **3.2.3.2** Should the Court approve the PAGA Penalties in an amount less
6 than that requested, the Administrator shall allocate the remainder
7 to the Net Settlement Amount. The Administrator shall report the
8 Individual PAGA Payments on IRS Forms 1099.

9 **4. SETTLEMENT FUNDING PAYMENTS**

10 **4.1. Aggrieved Employee Data.** Within 14 days of the Effective Date, Defendant shall
11 deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel
12 spreadsheet. To protect the Aggrieved Employees' privacy rights, the Administrator shall
13 maintain the Aggrieved Employee Data in strict confidence, use the Aggrieved Employee Data
14 only for purposes of administering the Settlement and for no other purpose, and restrict access to
15 the Aggrieved Employee Data to those employees of the Administrator who require access to the
16 Aggrieved Employee Data to effect and perform under the Agreement. Defendant has a
17 continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved
18 Employee Data omitted employee identifying information, and to provide corrected or updated
19 Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline
20 by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties
21 and their counsel shall expeditiously use best efforts, in good faith, to reconstruct or otherwise
22 resolve any issues related to missing or omitted Aggrieved Employee Data.

23 **4.2. Funding of the Gross Settlement Amount.** Within 14 days of the Effective Date,
24 Defendant shall fully fund the Gross Settlement Amount by transmitting said funds to the
25 Administrator.

1 **4.3. Payments from the Gross Settlement Amount.** Within seven (7) days of the full
2 funding of the Gross Settlement Amount, the Administrator shall issue and mail checks for the
3 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment,
4 the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment, via
5 First Class U.S. Mail, postage prepaid. Disbursement of the PAGA Counsel Fees Payment and
6 the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of the
7 Individual PAGA Payments.

8 **4.4.1.** The face of each check for the Individual PAGA Payments shall
9 prominently state the date (not less than 180 days after the date of mailing)
10 on which the check will be voided. The Administrator shall cancel all
11 checks not cashed by the void date. Before mailing any checks, the
12 Administrator shall update the Aggrieved Employees' mailing addresses
13 using the National Change of Address Database.

14 **4.4.2.** The Administrator shall conduct an Aggrieved Employee Address Search
15 for all of the Aggrieved Employees whose checks are returned undelivered
16 without a U.S.P.S. forwarding address. Within three (3) days of receiving
17 a returned check, the Administrator shall re-mail said check to the U.S.P.S.
18 forwarding address provided, or to an address ascertained through the
19 Aggrieved Employee Address Search. The Administrator need not take
20 any further action to deliver checks for the Individual PAGA Payments to
21 the Aggrieved Employees whose re-mailed checks are returned as
22 undeliverable. The Administrator shall promptly send a replacement check
23 to any Aggrieved Employee whose original check was lost or misplaced,
24 provided that such has been requested by the Aggrieved Employee prior to
25 the void date.

4.4.3. For any of the Aggrieved Employees 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 *cy pres* recipient, Legal Aid at Work.

4.4.4. Payment of the Individual PAGA Payments shall not obligate Defendant 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 the Agreement.

5. RELEASES OF CLAIMS

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

5.1. Plaintiff's Release. Plaintiff, and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns shall be deemed to fully and finally release and discharge the Released Parties from any and all claims, transactions or occurrences that occurred prior to the execution of the Agreement, including, but not limited to, all claims for civil penalties that were, or reasonably could have been alleged based on the facts contained in the Operative Complaint and the PAGA Notice, claims under the Fair Employment and Housing Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the California Labor Code, and all equivalent claims under federal law ("the Plaintiff's Release"). The Plaintiff's Release does not extend to any claims or actions to enforce the Agreement or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that the Plaintiff's

Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

For purposes of the Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.1.2. The above release expressly excludes Plaintiff's individual wage and hour claims.

5.2. Release by the Aggrieved Employees. Plaintiff, the Aggrieved Employees, and the LWDA shall be deemed to fully and finally release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from any and all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts asserted in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT

6.1. Plaintiff's Responsibilities. Plaintiff shall prepare and deliver to Defense Counsel all documents necessary for obtaining approval of the Agreement under Labor Code Section 2699, subd. (f)(2), including: (i) a draft of the Approval Order; (ii) a signed declaration from the Administrator, attaching its "not to exceed" bid for administering the Settlement, and attesting to its willingness to serve, its competency, operative procedures for protecting the security of the 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 the Aggrieved Employees or the LWDA, and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel, other than a professional relationship arising out of prior experiences administering settlements; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all documents necessary to effectuate the Settlement (including the PAGA Notice (Labor Code section 2699.3, subd. (a)), the Operative Complaint (Labor Code section 2699, subd. (1)(1)), and the Agreement (Labor Code section 2699, subd. (1)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with the Aggrieved Employees and/or the Administrator. In their respective declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel shall be jointly responsible for expeditiously finalizing and filing the application or motion for approval of the Settlement after the full execution of the 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 shall be responsible for delivering the Approval Order to the Administrator.

6.3. Duty to Cooperate. Should the Parties disagree on any aspect of the proposed application or motion for approval of the Settlement, and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel shall expeditiously work together on behalf of the Parties by meeting and conferring, in good faith, to resolve the disagreement. Should the Court deny the motion for approval of the Settlement, or conditions its approval on any material change to the Agreement, PAGA Counsel and Defense Counsel shall expeditiously work together on behalf of the Parties by meeting and conferring, in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

1 **7.1. Selection of the Administrator.** The Parties have jointly selected Apex Class
2 Action LLC to serve as the Administrator, and have verified that, as a condition of appointment,
3 Apex Class Action LLC agrees to be bound by the Agreement and to perform, as a fiduciary, all
4 duties specified in the Agreement in exchange for payment of the Administration Expenses. The
5 Parties, PAGA Counsel, and Defense Counsel represent that they have no interest or relationship,
6 financial or otherwise, with the Administrator other than a professional relationship arising out
7 of prior experiences administering settlements.

8 **7.2. Employer Identification Number.** The Administrator shall use its own Employer
9 Identification Number for purposes of calculating payroll tax withholdings and providing reports
10 to state and federal tax authorities.

11 **7.3. Qualified Settlement Fund.** The Administrator shall establish a settlement fund
12 that meets the requirements of a Qualified Settlement Fund (“QSF”) under U.S. Treasury
13 Regulation section 468B-1.

14 **7.4. Administrator Duties.** The Administrator has a duty to perform or observe all
15 tasks to be performed or observed by the Administrator contained in the Agreement or otherwise.

16 **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE**

17 **8.1. Pay Periods.** Based on a review of its records to date, Defendant estimates there
18 are 1,600 Aggrieved Employees, who collectively worked 42,571 Pay Periods.

19 **8.2. Increase in the Gross Settlement Amount.** Should the number of Pay Periods
20 increase by more than 10% of 42,571 (4,257 Pay Periods), the Gross Settlement Amount shall
21 be increased proportionally by the Pay Periods in excess of 46,828, multiplied by the pay period
22 value. The pay period value shall be calculated by dividing the Gross Settlement Amount by
23 42,571. The Parties agree that the pay period value amounts to \$23.37 per Pay Period (\$995,000
24 / 42,571 Pay Periods). Thus, for example, should there be 50,000 Pay Periods, the Gross
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1 Settlement Amount shall be increased by \$74,129 (50,000 Pay Periods – 46,828 Pay Periods x
2 \$23.37 per Pay Period.

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

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

8 **9.1. Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms
9 and conditions of the Agreement, the Parties, PAGA Counsel, and Defense Counsel waive all
10 rights to appeal from the Judgment, including all rights to post-judgment and appellate
11 proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary
12 writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such
13 motions, writs or appeals. If any Party appeals the Judgment, the Parties' obligations to perform
14 under the Agreement shall be suspended until such time as the appeal is finally resolved and the
15 Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement
16 Amount.

17 **10. ADDITIONAL PROVISIONS**

18 **10.1. No Admission of Liability or Representative Manageability for Other**
19 **Purposes.** The Agreement represents a compromise and settlement of highly disputed claims.
20 Nothing in the Agreement is intended or shall be construed as an admission by Defendant that
21 any of the allegations in the Operative Complaint have merit or that Defendant has any liability
22 for any claims asserted; nor shall it be intended or construed as an admission by Plaintiff that
23 Defendant's defenses in the Action have merit. The Parties agree that representative treatment is
24 for purposes of the Settlement only. Should, for any reason the Court not approve the Settlement,
25 Defendant shall be deemed to have reserved all available defenses to the claims in the Action,

1 and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, the Agreement
2 and the Parties' willingness to settle the Action shall have no bearing on, and will not be
3 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
4 Settlement and the Agreement).

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

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

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

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

1 **10.6. No Tax Advice.** Neither Plaintiff, PAGA Counsel, Defendant nor Defense
2 Counsel are providing any advice regarding taxes or taxability, nor shall anything in the
3 Agreement be relied upon as such within the meaning of United States Treasury Department
4 Circular 230 (31 CFR Part 10, as amended), or otherwise.

5 **10.7. Modification of the Agreement.** The Agreement, and all parts of it, may be
6 amended, modified, changed, or waived only by an express written instrument signed by all
7 Parties or their representatives, and approved by the Court.

8 **10.8. Agreement Binding on Successors.** The Agreement shall be binding upon, and
9 inure to the benefit of, the successors of each of the Parties.

10 **10.9. Applicable Law.** All terms and conditions of the Agreement and its exhibits shall
11 be governed by and interpreted according to the internal laws of the State of California, without
12 regard to conflict of law principles.

13 **10.10. Cooperation in Drafting.** The Parties have cooperated in the drafting and
14 preparation of the Agreement. The Agreement shall not be construed against any Party on the
15 basis that the Party was the drafter or participated in the drafting.

16 **10.11. Confidentiality.** To the extent permitted by law, all agreements made, and orders
17 entered during the Action and in the Agreement relating to the confidentiality of information
18 shall survive the execution of the Agreement.

19 **10.12. Use and Return of Aggrieved Employee Data.** Information provided to PAGA
20 Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Aggrieved
21 Employee Data provided to PAGA Counsel by Defendant in connection with the mediation, other
22 settlement negotiations, or in connection with the Settlement, shall be used only with respect to
23 the Settlement, and for no other purpose, and may not be used in any way that violates any
24 existing contractual agreement, statute, or rule of court.

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

10.14. Calendar Days. Unless otherwise noted, all references to “days” in the Agreement shall be to calendar days. Should any date or deadline set forth in the Agreement fall 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 the Agreement shall be in writing and deemed to have been duly given as of the third business day after mailing by U.S. mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Bibiyon Law Group, P.C.

1460 Westwood Blvd.

Los Angeles, California 90024

To Defendant:

Fisher & Phillips LLP

444 South Flower Street, Suite 1500

Los Angeles, California 90071

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

10.17. Stay of Litigation. The Parties agree that upon the execution of the Agreement, the Action shall be stayed, except to effectuate the terms of the Agreement. The Parties further agree that upon the signing of the Agreement, pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310 for the entire period necessary to effectuate the Settlement.

10.18. Severability. Should one or more of the provisions contained in the Agreement 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, so long as Defendant's 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 the Agreement.

IT IS SO AGREED:

Nicholas Anthony Johnson 03/03/2026
For Plaintiff, Nicholas Anthony Johnson

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff

DocuSigned by:
Lisa Sherman 3/9/2026
93F83C7442264CD...
For Defendant, Wolfgang Puck Catering and Events, LLC

Lonnie D. Giamela
Lonnie D. Giamela
Landon R. Schwob
Counsel for Defendant

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