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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

Alan Garibay, individually and on behalf of all similarly situated individuals,

Plaintiff,

vs.

LA Taco Management, LLC, a California Limited Liability Company; **Bizhan Nematzadeh**, an individual; and **Does 1-10**, inclusive;

Defendants.

CASE NO. 24STCV02792

[Assigned for all purposes to the Honorable Elaine Lu, Dept. 9]

CLASS ACTION

JOINT STIPULATION OF SETTLEMENT AND RELEASE OF CLASS AND PAGA ACTION

Complaint Filed: February 1, 2024

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LA TACO MANAGEMENT, LLC and BIZHAN NEMATZADEH

This Joint Stipulation of Settlement and Release of Class and PAGA Action ("Agreement" or "Settlement Agreement") is made and entered into by and between Plaintiff Alan Garibay ("Plaintiff" or "Class Representative"), individually and on behalf of all others similarly situated individuals and La Taco Management, LLC and Bizhan Nematzadeh (collectively, "Defendant(s)"). Plaintiff and Defendant may be referred to herein as the "Parties," singularly as a "Party," or by their designated names.

This Agreement is subject to the approval of the Court and is made for the sole purpose of attempting to consummate settlement of the Action on a class-wide basis subject to the following terms and conditions.

This Settlement Agreement shall be binding on Plaintiff, the Settlement Class, and the Aggrieved Employees, on the one hand, and Defendant, on the other hand, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. Plaintiff Alan Garibay filed the putative class and representative action on February 1, 2024. Plaintiff later filed the operative First Amended Class Action Complaint on December 4, 2024 in the Los Angeles County Superior Court, where the case is entitled Alan Garibay v. LA Taco Management, LLC et al., Case No. 24STCV02792 (the "Action"). The Action asserts causes of action for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or premium pay in lieu thereof; (4) failure to provide rest periods or premium pay in lieu thereof; (5) failure to provide and maintain accurate wage statements; (6) failure to reimburse necessary business expenses; (7) failure to pay wages when due; (8) Private Attorneys General Act of 2004 violations, Cal. Lab. Code §§ 2698, et seq. ("PAGA"); and (9) Unlawful Business Practices, Cal. Bus. & Prof. Code §§ 17200, et seq.

2. Defendant denies all material allegations set forth in the Action and has asserted numerous affirmative and other defenses in response to the Class, PAGA, and individual claims. Defendant contends it has complied with the California Labor Code, the California Business & Professions Code, the applicable IWC Wage Orders, and all other applicable California and Federal law. Nonetheless, Defendant has concluded that further litigation would be protracted and expensive,

and would also divert Defendant's resources away from its core mission. Defendant has therefore concluded that it is desirable that the litigation be resolved upon the terms and conditions set forth in this Stipulation.

3. On September 27, 2024, the Parties participated in a full day of mediation with Kim Deck, Esq. (the "Mediator"), a well-respected mediator in the field of employment law and wage-and-hour class actions. The matter did not settle at mediation, but the Parties continued their settlement discussions and agreed to the principal terms reflected in this Stipulation.

4. Class Counsel conducted a significant investigation during the prosecution of the Action. This investigation included, among other things, (a) numerous telephonic conferences with Plaintiff; (b) inspection and analysis of numerous payroll and policy documents and other information produced by Plaintiff and Defendant; (c) analysis of the legal positions taken by Defendant; (d) investigation into the viability of class treatment of the claims asserted in the Action; (e) analysis of potential class-wide damages, including information sufficient to understand Defendant's potential defenses to Plaintiff's claims; (f) research of the applicable law with respect to the claims asserted in the Action and the potential defenses thereto; (g) assembling and analyzing data for calculating damages; (h) retained the services of an expert to analyze and prepare Defendant's exposure; (i) engaging in motion practice with respect to discovery related issues; and (j) two depositions of Defendant's Person Most Knowledgeable ("PMK") and one deposition of Plaintiff.

5. The formal, informal, and testimonial discovery conducted in this matter, as well as discussions between counsel, have been adequate to give the Class Representative and Class Counsel a sound understanding of the merits of their positions and to evaluate the risks of litigation and the value of the Settlement Class's claims. The discovery and investigation conducted in this Action and the information exchanged by the Parties through informal, formal, and testimonial discovery and settlement discussions are sufficient to reliably assess the merits of the Parties' respective positions and to compromise the issues on a fair and equitable basis.

6. The settlement discussions before, during, and after mediation were conducted at arm's length and the settlement of the Action is the result of an informed and detailed analysis of Defendant's potential liability in relation to the costs and risks associated with continued litigation.

7. Plaintiff and Class Counsel believe that the claims, causes of action, allegations, and contentions asserted in the Action have merit. However, Plaintiff and Class Counsel recognize and acknowledge the expense and delay of continued lengthy proceedings necessary to prosecute the Action against Defendant through trial and appeals. Class Counsel has taken into account: 1) the uncertain outcome of the litigation; 2) the risk of continued litigation in complex actions such as this lawsuit; 3) the difficulties and delays inherent in such litigation; 4) the potential difficulty of obtaining certification of the Action; and 5) the potential risk of trying the claims of the class. Class Counsel is mindful of the potential problems of proof under, and possible defenses to, the claims alleged in the Action and litigation of those claims on a class-wide basis.

8. Class Counsel believes that the Settlement set forth in this Settlement Agreement confers substantial benefits upon Plaintiff and the Class Members, and that an independent review of this Settlement Agreement by the Court in the approval process will confirm this conclusion. Based on their own independent investigation and evaluation, Class Counsel has determined that the Settlement set forth in the Stipulation is in the best interests of Plaintiff and the Class Members.

9. Based on the data and documents produced during informal, formal, and testimonial discovery and in response to Plaintiff's Labor Code sections 226 and 1198.5 records requests, Class Counsels' own independent investigation and evaluation, Class Counsel believes that Plaintiff's settlement with Defendant for the consideration provided and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate, and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of delay and uncertainty associated with litigation, various defenses asserted by Defendant, the contested legal and factual issues involved, and potential appellate issues.

10. This Settlement Agreement is made and entered into by and between Plaintiff individually and on behalf of all other allegedly similarly situated Aggrieved Employees and Settlement Class Members on the one hand, and Defendant on the other hand. This Settlement Agreement is subject to the terms and conditions hereof, as well as the Court's approval. The Parties expressly acknowledge that this Agreement is entered into solely for the purpose of compromising disputed claims and that nothing herein is an admission of any liability or wrongdoing by Defendant. If, for any

reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

11. The Parties agree to abide by the terms of the Settlement Agreement in good faith and to support the Settlement Agreement fully and to use their best efforts to defend this Settlement Agreement from any legal challenge, whether by appeal or collateral attack.

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

12. "**Action**" means *Alan Garibay v. La Taco Management, LLC et al.* Case No. 24STCV02792, filed in Los Angeles County Superior Court on February 1, 2024.

13. "Aggrieved Employees" means the following: All persons who worked at least one shift as a non-exempt employee of Defendant LA Taco Management, LLC in the State of California within the PAGA Period.

14. "**Class Counsels' Fees and Costs**" means attorneys' fees agreed upon by the Parties and approved by the Court for Class Counsels' litigation and resolution of this Action. Class Counsels' Fees and Costs shall include all costs incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs associated with documenting the Settlement, securing the Court's approval of the Settlement, responding to any objections to the settlement and appeals arising therefrom, administering the Settlement, and obtaining entry of a Judgment terminating this Action, and expenses for any experts. Class Counsel will request attorneys' fees not in excess of one-third of the Maximum Settlement Amount (i.e., up to Sixty-Six Thousand Six Hundred and Sixty-Six Dollars and Sixty-Six Cents ($66,666.66)).[1] Class Counsels' Fees and Costs will also mean and include the additional reimbursement of Class Counsels' actual reasonable costs incurred in connection with Class Counsels' litigation and settlement of the Action, up to Forty Thousand Dollars and Zero Cents ($40,000.00), subject to the Court's approval. Defendant agrees not to oppose Class Counsels' request

[1] For the avoidance of doubt, if the Escalator Clause is triggered and the Gross Settlement Amount increases, Class Counsel shall have the right to seek attorney's fees up to one-third of the increased Gross Settlement Amount

for fees and reimbursement of costs as set forth above.

15. "**Class Counsel**" means Elliot J. Siegel of King & Siegel LLP, and Navid Barahmand of Barahmand Law Group.

16. "Settlement Data" means the complete data file that Defendant LA Taco Management, LLC will diligently and in good faith compile from records in its possession, custody, or control and provide confidentially to the Settlement Administrator within five (5) calendar days after Preliminary Approval of this Settlement. The Settlement Data shall identify each Class Member and each Aggrieved Employee, including any person who is an Aggrieved Employee, but not a Class Member, and shall include, to the extent available: name; employee identification number; last-known mailing address; last-known telephone number; last-known email address; Social Security number or other tax-identification information reasonably required for administration; employment start and end dates; Class Member status; Aggrieved Employee status; qualifying Workweeks during the Class Period; and qualifying PAGA Pay Periods during the PAGA Period. The Settlement Data shall be used solely for administration of this Settlement and shall be protected as provided in this Agreement.

17. "Class Member(s)" or "Settlement Class" or the "Class" means: All persons who worked at least one shift as a non-exempt employee of LA Taco Management, LLC in the State of California from July 21, 2023 through December 31, 2025 and who did not sign an arbitration agreement with Defendant LA Taco Management, LLC. The July 21, 2023 start date is the negotiated Class Period boundary. It does not constitute an admission or adjudication concerning the exact date LA Taco Management, LLC began operating any location or employed any person, or concerning successor, predecessor, alter-ego, agency, or joint-employer status.

18. "Class Size Representation": Defendant represents that there are 31 Class Members during the period from July 21, 2023 through December 31, 2025 and that these Class Members worked a combined 2,496 workweeks during that same period. This representation is a material term for Plaintiff entering into this Stipulation.

19. "**Class Period**" is the period from July 21, 2023 to December 31, 2025.

20. "**Class Representative**" means Plaintiff Alan Garibay who will seek to be appointed as the Representative for the Settlement Class.

21. "**Class Representative Enhancement Payment**" means the amounts to be paid to Plaintiff in recognition of his efforts and work in prosecuting the Action on behalf of Class Members and negotiating the Settlement. Defendant agrees not to dispute that the Class Representative will be paid, subject to Court approval, up to $10,000 from the Maximum Settlement Amount for his services on behalf of the class, subject to the Court granting Final Approval of this Settlement Agreement. Should the Court reduce the Class Representative Enhancement Payment, any such reduction shall revert to the Net Settlement distributed to Participating Class Members.

22. "**Court**" means the Superior Court in the County of Los Angeles.

23. "Defendant(s)" means LA Taco Management, LLC and Bizhan Nematzadeh collectively where the context requires. "Employer Defendant" and "Funding Defendant" mean LA Taco Management, LLC only. "Individual Defendant" means Bizhan Nematzadeh. Nothing in this Agreement constitutes an admission that Bizhan Nematzadeh was an employer or joint employer of Plaintiff, any Class Member, or any Aggrieved Employee, or creates a personal guaranty, suretyship, capital-contribution obligation, or individual obligation by Bizhan Nematzadeh to fund any portion of the Maximum Settlement Amount or employer-side payroll taxes.

24. "**Effective Date**" means the date on which the settlement embodied in this Settlement Agreement shall become effective and is the date after all of the following events have occurred: (i) approval of the Settlement is granted by the Court overseeing the Action, or other court assuming jurisdiction of this matter, and (ii) the Court's Judgment approving the Settlement becomes Final. "Final" shall mean the latest of: (i) if there is an appeal of the Court's Judgment, the date on which the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for review to the California Supreme Court and/or petition for writ of certiorari to the U.S. Supreme Court, or (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment; i.e., 60 calendar days after entry.

25. "**Individual Class Payment**" means each Participating Class Member's share of the Net Settlement Amount, to be distributed to the Class Members who do not submit a valid Request

for Exclusion, to be paid without the need to submit a claim.

26. "Individual PAGA Payment" means each Aggrieved Employee's pro rata share of the Twenty-Five Percent (25%) portion of the PAGA Settlement Amount allocated to Aggrieved Employees under the negotiated MOU, i.e., Five Thousand Dollars ($5,000.00), subject to Court approval. Aggrieved Employees will receive their Individual PAGA Payment regardless of whether they are Class Members or submit a valid Request for Exclusion from the Class Settlement.

27. "PAGA Settlement Amount" means Twenty Thousand Dollars and Zero Cents ($20,000.00) of the Maximum Settlement Amount allocated to the resolution of the Released PAGA Claims. Consistent with the negotiated MOU, Seventy-Five Percent (75%), or Fifteen Thousand Dollars and Zero Cents ($15,000.00), will be paid to the California Labor and Workforce Development Agency ("LWDA"), and Twenty-Five Percent (25%), or Five Thousand Dollars and Zero Cents ($5,000.00), will be allocated to Aggrieved Employees as Individual PAGA Payments.

28. "Maximum Settlement Amount" or "MSA" means Two Hundred Thousand Dollars and Zero Cents ($200,000.00), to be funded by the Funding Defendant in full satisfaction of the settlement obligations described in this Agreement, subject only to any adjustment expressly required by the Escalator Provisions. The MSA includes all Individual Class Payments, Individual PAGA Payments, the Class Representative Enhancement Payment, Settlement Administration Costs, the LWDA portion of the PAGA Settlement Amount, and Class Counsels' Fees and Costs. Applicable employer-side payroll taxes attributable to the wage portion of Individual Class Payments are outside the MSA and shall be paid solely by the Funding Defendant as required by law. The MSA is non-reversionary once the Settlement becomes effective, except that amounts deposited into the QSF shall be returned as expressly provided if the Settlement does not become effective.

29. "Net Settlement Amount" means the portion of the Maximum Settlement Amount remaining after deduction of the Court-approved Class Representative Enhancement Payment, Settlement Administration Costs, the entire PAGA Settlement Amount, and Class Counsels' Fees and Costs. The Net Settlement Amount will be distributed only to Participating Class Members as Individual Class Payments. The Aggrieved Employees' portion of the PAGA Settlement Amount will be calculated and distributed separately as Individual PAGA Payments.

30. "**Notice of Objection**" means a Class Member's valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector's full name, signature, address, telephone number, and the last four digits of the objector's social security number, (b) the dates the objector was employed by Defendant in California, (c) a written statement of all grounds for the objection accompanied by any legal support for such objection, and (d) copies of any papers, briefs, or other documents upon which the objection is based.

31. "**Notice Packet**" or "**Notice**" means the Notice of Class Action Settlement and Challenge Form, substantially in the form attached as **Exhibit A**.

32. "**PAGA Period**" or "**PAGA Release Period"** shall run from July 21, 2023 to April 21, 2026.

33. "**Participating Class Members**" means all Class Members who do not submit valid and timely Requests for Exclusion.

34. "**Parties**" means Plaintiff and Defendant, collectively.

35. "**Plaintiff**" or "**Named Plaintiff**" or "**Class Representative**" means Alan Garibay.

36. "**Preliminary Approval**" means the Court order granting preliminary approval of the Settlement in an order in substantially the same form as the order attached as **Exhibit B.**

37. **"Final Approval"** means the Court granting final approval of the Settlement and entering final judgment in an order in substantially the same form as the order attached as **Exhibit C**.

38. "**Released Claims**" means all claims that were alleged in, or could reasonably have been alleged based on the factual predicate set forth in, the operative First Amended Class Action Complaint filed December 4, 2024. The Released Claims shall be released only through the Release Period. The Release will take effect only upon the later of the Effective Date and full funding of the MSA by the Funding Defendant.

39. "**Release Period"** is the period from July 21, 2023 to December 31, 2025.

40. "**Released PAGA Claims**" means all claims for civil penalties, interest, fees, or costs under PAGA that were alleged, or reasonably could have been alleged, based on the factual allegations contained in the operative PAGA Notice during the PAGA Release Period. No Aggrieved Employee may opt out of the Court-approved PAGA disposition. The Release will only take effect upon the latter

of the Effective Date and full funding of the MSA by Defendant.

41. "**Released Parties**" means each Defendant and each of their respective present and former officers, shareholders, members, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, agents, and representatives, as applicable, including Bizhan Nematzadeh. Inclusion of any person or entity in this definition is solely for purposes of obtaining the negotiated release and does not constitute an admission of employer, joint-employer, alter-ego, agency, successor, predecessor, or other liability.

42. "**Request for Exclusion**" means a timely letter submitted by a Class Member indicating a request to be excluded from the Settlement. The Request for Exclusion shall include the Class Members' name and information needed to be properly identified and indicate the desire to opt out of the settlement. Such information could include the name, address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion. It must be returned by first class mail or equivalent to the Settlement Administrator at the specified address and be postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A Class Member who does not request exclusion from the Settlement will be deemed a Participating Class Member and will be bound by all terms of the Settlement, if the Settlement is granted Final Approval by the Court.

43. "**Response Deadline**" means the deadline by which Class Members must postmark to the Settlement Administrator valid Challenge Forms, Requests for Exclusion, or file and serve objections to the Settlement. The Response Deadline will be 30 calendar days from the initial mailing of the Notice Packet by the Settlement Administrator, unless that day falls on a Sunday or federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for Objections or Requests for Exclusion will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice Packet by the Settlement Administrator, unless the 15th day falls on a Sunday or federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by agreement between Class Counsel and Defendant or by Order of

the Court. Under no circumstances, however, will the Settlement Administrator have the authority to extend the deadline for Class Members to submit a Request for Exclusion, or objection to the Settlement other than as provided herein.

44. "**Settlement**" or "**Stipulation**" means the Parties' agreement to resolve the Action on terms and conditions as set forth in this Settlement Agreement.

45. "**Settlement Administrator**" means a third-party class and PAGA settlement administrator selected by the Parties and approved by the Court for purposes of administering this Settlement. The Parties each represent that they will not select a Settlement Administrator in which either Party has a financial interest or other relationship that could create a conflict of interest. Neither Defendant nor Defense Counsel shall enter into a contractual relationship with the Settlement Administrator, and neither Defendant nor Defense Counsel shall be responsible for the Settlement Administrator's errors or omissions in identifying recipients, calculating payments, distributing funds, or administering the Settlement, or for any increase in administration fees resulting from such errors or omissions, except as otherwise expressly required by the MOU or a non-appealable Court order.

46. "**Settlement Administration Costs**" means the reasonable costs payable from the Maximum Settlement Amount to the Settlement Administrator for administering this Settlement. Settlement Administration Costs shall not exceed Fifteen Thousand Dollars ($15,000.00) absent the Funding Defendant's express written agreement or a non-appealable Court order. Administrator-caused errors, corrective work, or fee overruns shall not create an additional payment obligation outside the Maximum Settlement Amount.

47. "Workweeks" means the number of LA Taco Management, LLC payroll workweeks during the Class Period in which a Class Member worked at least one day as a non-exempt employee. Each such payroll workweek counts as one Workweek; a partial payroll workweek is not rounded down or eliminated merely because the Class Member worked fewer than seven days during that payroll workweek.

CLASS CERTIFICATION

48. Solely for purposes of settling the Action, the Parties stipulate and agree that the requisites for establishing class certification with respect to the Settlement Class have been met and are met. If the Settlement is not approved by the Court, Defendant retains all rights and opportunities to contest class certification on all issues in the Action. More specifically, the Parties stipulate and agree for purposes of this Settlement only that:

a. The Settlement Class is ascertainable and so numerous as to make it impracticable to join all Class Members;

b. There are common questions of law and fact including, but not limited to, the following:

i. Whether Defendants had a common policy and/or practice of depriving Plaintiff and Class Members of required minimum wages;

ii. Whether Defendants had a common policy and/or practice of depriving Plaintiff and Class Members of required minimum and overtime wages;

iii. Whether Defendants unlawfully and/or willfully failed to compensate Plaintiff and Class Members required minimum and overtime wages;

iv. Whether Defendants had a common policy and/or practice of depriving Plaintiff and Class Members of compliant, off-duty meal and/or rest periods;

v. Whether Defendants unlawfully and/or willfully deprived Plaintiff and Class Members of compliant, off-duty meal and/or rest periods;

vi. Whether Defendants have a common policy and/or practice of failing to maintain accurate payroll records in the State of California;

vii. Whether Defendants unlawfully and/or willfully failed to maintain accurate payroll records in the State of California;

viii. Whether Defendants have a common policy and/or practice of failing to provide accurate wage statements reflecting hours worked and wages earned to Plaintiff and Class Members;

ix. Whether Defendants unlawfully and/or willfully failed to provide accurate wage statements reflecting hours worked and wages earned to Plaintiff and Class

Members;

x. Whether Defendants have a common policy and/or practice of failing to reimburse Plaintiff and Class Members for reasonable business expenses;

xi. Whether Defendants unlawfully and/or willfully failed to reimburse Plaintiff and Class Members for reasonable business expenses;

xii. Whether Plaintiff and Class Members sustained damages as a result of any of the aforementioned violations, and, if so, the proper measure of those damages, including interest, penalties, costs, attorneys' fees, and equitable relief; and

xiii. Whether Defendants violated the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, et seq., by violating the above provisions of law.

c. That the Class Representative's claims are typical of the claims of the members of the Settlement Class.

d. That the Class Representative and Class Counsel will fairly and adequately protect the interests of the Settlement Class.

e. That the prosecution of separate actions by individual members of the Settlement Class would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct.

f. That questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual member in such Class, and that a class action is superior to other available means for the fair and efficient adjudication of the controversy.

g. The Parties agree that this stipulation regarding class certification is for the sole purpose of facilitating settlement approval. Should the Court ultimately deny settlement approval, the Parties agree that Defendant maintains and has the right to contend that class certification, for all the issues enumerated herein, is improper based upon all defenses available to Defendant prior to execution of this Stipulation.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

49. Funding of the Maximum Settlement Amount. The Funding Defendant shall fund the Maximum Settlement Amount ("MSA") of $200,000.00. The Funding Defendant shall separately pay all applicable employer-side payroll taxes attributable to the wage portion of Individual Class Payments as required by law. Within thirty (30) calendar days after execution of this Agreement, the Settlement Administrator shall establish a Qualified Settlement Fund ("QSF") pursuant to applicable law and provide verified funding instructions. Beginning within thirty (30) calendar days after execution of this Agreement, the Funding Defendant shall fund the MSA by making eleven (11) quarterly payments of Seventeen Thousand Five Hundred Dollars ($17,500.00), followed by a final twelfth payment of Seven Thousand Five Hundred Dollars ($7,500.00), with the first payment due within thirty (30) calendar days after execution and each subsequent payment due every ninety (90) calendar days thereafter. If verified QSF or wire instructions have not been timely provided, the affected installment will not be in default and will be due within two (2) business days after the Funding Defendant receives verified instructions. No installment will constitute an uncured payment default unless the Funding Defendant first receives written notice after the applicable due date identifying the deficiency and fails to cure within ten (10) business days after receipt. The installment schedule shall not be accelerated by Preliminary Approval, Final Approval, entry of Judgment, the Effective Date, an administrative delay, or any other event unless the Funding Defendant expressly agrees in a writing signed by it or ordered by the Court. If the Settlement is not granted Final Approval, paid timely subject to quarterly payment schedule outlined in this paragraph (subject to the cure provisions in paragraph 107) or otherwise does not become effective for any reason, all amounts then remaining in the QSF, less only Court-approved or mutually agreed Settlement Administration Costs incurred through termination, shall be returned to the Funding Defendant within ten (10) business days after the Settlement Administrator receives notice that the Settlement will not become effective upon election by Plaintiff. Such election shall invalidate this settlement agreement. No distribution to Plaintiff, Class Counsel, Class Members, Aggrieved Employees, or the LWDA may occur before the later of the Effective Date and full funding of the MSA, except as approved by the Court. Bizhan Nematzadeh has no personal obligation to fund the

MSA or employer-side payroll taxes.[2]

50. Within five (5) calendar days after the later of (a) full funding of the Maximum Settlement Amount and (b) the Effective Date, the Settlement Administrator will issue the Court-approved payments to: (i) Plaintiff/Class Representative; (ii) Class Counsel; (iii) Participating Class Members; (iv) Aggrieved Employees; (v) the LWDA; and (vi) the Settlement Administrator. No payment schedule in any proposed order or judgment shall alter or accelerate the Funding Defendant's installment obligations set forth in this Agreement without the Funding Defendant's express written agreement.

51. LA Taco Management, LLC shall provide Plaintiff with a draft declaration and supporting documentation containing admissible evidence reasonably sufficient to support the negotiated installment structure, including a summary of appropriate financial information such as a balance sheet, statement of cash flows, profit and loss statement, or Gross Cash Flow Analysis. The Parties shall seek appropriate protection for confidential financial information under California Rules of Court 2.550 and 2.551. To the extent feasible, a narrowly tailored public declaration may be filed with confidential supporting financial materials lodged conditionally under seal. If the Court declines to seal any material, that ruling shall not constitute a breach of this Agreement, and no unredacted confidential financial material shall be publicly filed by a Party without first providing LA Taco Management, LLC a reasonable opportunity to seek further protective relief. Draft materials shall be provided to Plaintiff ten (10) business days before the preliminary-approval filing deadline, and executed materials no later than five (5) business days before that deadline.

52. Class Counsels' Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Class Counsel for Class Counsels' Fees of up to one-third of the Maximum Settlement Amount, or $66,666.66, plus the reimbursement of actual reasonable costs and expenses

[2] This payment shall be deposited into a Qualified Settlement Fund established by the Settlement Administrator and held in trust pending Final Approval. If the Settlement is not granted Final Approval or otherwise does not become effective, all amounts then remaining in the QSF, less only Court-approved or mutually agreed Settlement Administration Costs incurred through termination, shall be returned to LA Taco Management, LLC promptly and no later than ten (10) business days after the Settlement Administrator receives notice that the Settlement will not become effective.

incurred in connection with Class Counsels' litigation and settlement of the Action, up to Forty Thousand Dollars and Zero Cents ($40,000), both of which will be paid from the Maximum Settlement Amount[3].

Once the Court-approved Class Counsels' Fees and Costs are paid to the recipient(s) designated by Class Counsel, Defendants and the Released Parties shall have no responsibility or liability for any dispute among Plaintiff's counsel or other attorneys concerning entitlement to, allocation of, or division of those fees or costs.

53. Class Representative Enhancement Payment. In recognition of his effort and work in prosecuting the Action on behalf of Class Members and the Aggrieved Employees and in negotiating the Settlement, Defendant agrees not to oppose or impede any application or motion for Class Representative Enhancement Payment to the Named Plaintiff of up to a total of $10,000, subject to the Court's approval. The Class Representative Enhancement Payment, which will be paid from the Maximum Settlement Amount, is in addition to the payment to which he is entitled to as Settlement Class Member or is entitled to as part of Plaintiff's Individual Class Payment.

54. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Maximum Settlement Amount, which is capped at no more than $15,000.00. These costs, which will be paid from the Maximum Settlement Amount, will include, for instance, costs incurred for the required tax reporting on the Individual Class Payments, the issuing of W-2 and 1099 IRS Forms, distributing the Notice Packet, calculating Class Members' workweeks, and calculating and distributing the Maximum Settlement Amount and Class Counsels' Fees and Costs, and providing necessary reports and declarations.

55. PAGA Settlement Amount and LWDA Compliance. Subject to Court approval, Twenty Thousand Dollars and Zero Cents ($20,000.00) of the Maximum Settlement Amount is allocated to the Released PAGA Claims. Consistent with the negotiated MOU, Fifteen Thousand

[3] For the avoidance of doubt, if the Escalator Clause is triggered and the Gross Settlement Amount increases, Class Counsel shall have the right to seek attorney's fees up to one-third of the increased Gross Settlement Amount.

Dollars and Zero Cents ($15,000.00) shall be paid to the LWDA and Five Thousand Dollars and Zero Cents ($5,000.00) shall be distributed pro rata to Aggrieved Employees. Before filing the motion for Preliminary Approval, Class Counsel shall provide Defense Counsel with the operative PAGA Notice(s) and filing confirmation sufficient to confirm the factual predicate and permissible scope of the Released PAGA Claims. Class Counsel shall timely submit the proposed PAGA settlement to the LWDA when submitted to the Court and shall submit the judgment or order approving or denying the PAGA settlement to the LWDA within the time required by law. No PAGA release clarification shall increase the Maximum Settlement Amount.

56. Settlement Administration Cost Decreases. Any portion of the estimated or designated Settlement Administration Costs which are not required to fulfill the total Settlement Administration Costs will become part of the Net Settlement Amount.

57. Individual Class Payment and Individual PAGA Payment Calculations. Individual Class Payments will be calculated and apportioned from the Net Settlement Amount based on the Workweeks a Participating Class Member worked during the Class Period. Individual PAGA Payments will be separately calculated and apportioned from the portion of the PAGA amount intended for Aggrieved Employees. Specific calculations of Individual Class Payments and Individual PAGA Payments will be made as follows:

a. The Settlement Administrator will calculate each Participating Class Member's Workweeks from LA Taco Management, LLC's timekeeping and/or payroll records by counting each payroll workweek during the Class Period in which that Participating Class Member worked at least one day as a non-exempt employee as one Workweek.[4]

b. The Settlement Administrator will calculate the total Workweeks of all Participating Class Members by adding the qualifying Workweeks of each Participating Class Member during the Class Period.

[4] Defendant's Workweek data will be presumed to be correct unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. All Workweek disputes will be resolved and decided by the Settlement Administrator in consultation with Class Counsel and counsel for Defendant. The Settlement Administrator's decision on all Workweek disputes will be final and non-appealable.

c. Each Participating Class Member's qualifying Workweeks will be divided by the total qualifying Workweeks of all Participating Class Members to determine that Participating Class Member's Payment Ratio.

d. Each Participating Class Member's Payment Ratio will be multiplied by the Net Settlement Amount to calculate that Participating Class Member's estimated Individual Class Payment.

e. Using the Settlement Data, the Settlement Administrator will calculate each Aggrieved Employee's qualifying PAGA Pay Periods by counting each LA Taco Management, LLC payroll pay period during the PAGA Period in which that Aggrieved Employee worked at least one day as a non-exempt employee as one PAGA Pay Period. Each Aggrieved Employee's qualifying PAGA Pay Periods will be divided by the total qualifying PAGA Pay Periods of all Aggrieved Employees to determine that person's pro rata share of the Aggrieved Employees' portion of the PAGA Settlement Amount.

58. Limited Confidentiality. The Parties agree not to issue press releases, communicate with, or respond to, any media or publication entities concerning the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement prior to final approval and Entry of Judgment, except as required by law or as shall be contractually required to effectuate the terms of the Settlement as set forth herein. Nothing stated herein shall prohibit Class Counsel from discussing the Settlement, the fact of Settlement, and its terms and conditions: (i) with Class Members and/or (ii) in court filings, including in their respective firm resumes, and/or (iii) in all necessary motions and supporting memoranda related to preliminary and final approval of the Settlement or for other class action settlements. This provision also does not limit Class Counsel (i) from complying with ethical obligations; or (ii) from posting a neutral description of publicly available facts regarding the Settlement, provided that such posting does not expressly identify Defendant by name.

59. Class Member Communications. Defendant will instruct its officers, directors, and managers that, if contacted about this Settlement, they should not advise any Class Member or Aggrieved Employee whether to participate, object, or request exclusion, and should instead direct the

person to the Settlement Administrator, the Court-approved Notice, or Class Counsel. Defendant will not discourage or prevent any person from exercising rights under this Settlement. Nothing in this paragraph prohibits ordinary-course scheduling, payroll, benefits, safety, compliance, human-resources, or other employment communications; neutral settlement-administration communications; legally required notices; or the implementation or maintenance of otherwise lawful prospective arbitration agreements, provided that any such agreement expressly excludes this Settlement and does not purport or reasonably appear to limit any person's rights in this Settlement. Consistent with the MOU, no Party or counsel shall encourage, support, require, or induce Class Members to object to, opt out of, or appeal from the Settlement.

60. Settlement Awards Do Not Trigger Additional Benefits. All Individual Class Payments to Participating Class Members shall be deemed to be paid to such Participating Class Members solely in the year in which such payments are received by the Participating Class Members. It is expressly understood and agreed that the receipt of such Individual Class Payments will not entitle any Participating Class Member to additional compensation or benefits under any company bonus, commission, or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any Participating Class Member to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. It is the intent of the Parties to this Settlement that the Individual Class Payments provided for in this Settlement are the sole payments to be made by Defendant to the Participating Class Members, and that the Participating Class Members are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

61. Settlement Administration Process. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

62. Delivery of Settlement Data. Within five (5) calendar days after Preliminary Approval, LA Taco Management, LLC will provide the Settlement Data to the Settlement Administrator through

a reasonably secure, encrypted method.

63. Data Security. The Settlement Administrator shall use Settlement Data solely to administer this Settlement; restrict access to personnel with a need to know; use reasonable administrative, technical, and physical safeguards, including encrypted transmission and storage of sensitive identifiers; promptly notify the Parties of any known unauthorized access or disclosure; maintain commercially reasonable cyber-liability and errors-and-omissions coverage; and securely destroy or return Settlement Data after completion of administration and any legally required retention period. Settlement Data shall not be sold, used for analytics unrelated to this Settlement, or disclosed for any unrelated purpose.

64. Notice by First-Class U.S. Mail. Within five (5) calendar days after receipt of the Settlement Data, the Settlement Administrator will mail the Court-approved Notice Packet to all Class Members and Aggrieved Employees via regular First-Class U.S. Mail, using the most current mailing addresses reasonably available. The Notice Packet will identify whether the recipient is a Class Member, an Aggrieved Employee, or both; separately state qualifying Workweeks and PAGA Pay Periods and estimated payments where applicable; explain class exclusion and objection rights; state that no Aggrieved Employee may opt out of the PAGA disposition; describe the multi-year installment funding schedule and the condition that distributions occur only after the later of the Effective Date and full funding; describe the releases; and state the Final Approval Hearing date. The Settlement Administrator will maintain a settlement website containing key deadlines and the principal Court-approved settlement documents.

65. Confirmation of Contact Information in the Class List. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security

number of the Class Member involved and will then perform a single re-mailing. Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or by request, will have between the later of: (a) an additional fifteen (15) calendar days; or (b) the Response Deadline to fax or postmark a Request for Exclusion, or file and serve an objection to the Settlement.

66. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.

67. Disputed Information on Notice Packets. Class Members and Aggrieved Employees may dispute the Workweeks, PAGA Pay Periods, or estimated Individual Class or PAGA Payments stated in their Notice Packets by submitting supporting information postmarked by the Response Deadline. LA Taco Management, LLC's records will be presumed accurate absent contrary evidence. If contrary evidence is timely submitted, the Settlement Administrator will evaluate it in consultation with Class Counsel and Defense Counsel and make the administrative determination provided by the Court-approved Settlement. A Class Member's timely Request for Exclusion from the Class Settlement remains valid even if that person also submits a challenge; the challenge will continue to be considered for any PAGA payment to which the person may be entitled.

68. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the Settlement Agreement must sign and postmark a written Request for Exclusion to the Settlement Administrator within the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. All Requests for Exclusion will be submitted to the Settlement Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted. Any Class Member who submits a Request for Exclusion shall be prohibited from objecting to the Settlement Agreement.

69. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by all of the terms of the Settlement Agreement, including those pertaining to the Released Claims, as well as any Judgment that may be entered by the Court if it grants

Final Approval to the Settlement.

70. Objection Procedures. To object to the Settlement Agreement, a Class Member must file a valid Notice of Objection with the Court or the Administrator on or before the Response Deadline. The Notice of Objection shall be signed by the Class Member and contain all information required by this Settlement Agreement. Class Members may also raise objections orally at the Final Fairness and Approval hearing, whether or not they previously submitted a valid Notice of Objection. At no time will any of the Parties or their counsel take any action to encourage, support, or induce Class Members to object to the Settlement Agreement, opt-out from the Settlement, or appeal from the Order and Judgment. Class Counsel will not represent any Class Members with respect to any such objections to this Settlement.

71. Certification Reports Regarding Individual Class Payment Calculations. The Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members who have submitted valid Requests for Exclusion; and (b) whether any Class Member has submitted a challenge to any information contained in their Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested. No later than 30 days prior to the deadline for Class Counsel to file its motion in support of the Final Approval and Fairness Hearing, the Settlement Administrator will compile and deliver to Class Counsel and Defense Counsel a declaration with summary information of the Notice process, including but not limited to: (a) the total amount of final Individual Class Payments of each Settlement Class Member; (b) the number of Settlement Class Members to receive such payments; (c) the final number of requests for exclusion/opt-outs requests and objections; (d) the Settlement Administrator's qualifications for administration; and (e) an explanation of the steps taken to implement the Notice process as set forth in this Agreement. The Settlement Administrator will also provide a copy of each opt-out request and objection, authenticate those documents, and provide all necessary details as requested by Counsel regarding the timing and handling of any opt-out requests and objections.

72. Uncashed Settlement Checks. Any settlement check will remain negotiable for one hundred eighty (180) calendar days from issuance unless the Court orders otherwise. After the void

date, uncashed Class or PAGA funds shall be handled in the manner required by Code of Civil Procedure section 384 and the Court's Final Approval Order and Judgment, including payment to the California State Controller's Unclaimed Property Fund in the recipient's name where authorized. No uncashed amount shall revert to Defendant.

73. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

74. Treatment of Individual Class Payments and Individual PAGA Payments. Consistent with the MOU, twenty percent (20%) of each Individual Class Payment will be allocated to alleged unpaid wages and eighty percent (80%) will be allocated to alleged civil penalties and interest, subject to the Settlement Administrator's legally required tax reporting. The wage portion will be reported on an IRS Form W-2 as required by law; the non-wage portion will be reported on the appropriate IRS Form 1099 as required by law. All Individual PAGA Payments will be allocated as alleged civil penalties and reported on the appropriate IRS Form 1099. Employer-side payroll taxes legally attributable to the wage portion are the Funding Defendant's responsibility outside the MSA.

75. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Participating Class Members, Aggrieved Employees, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Agreement.

76. Tax Liability. The Parties acknowledge that no tax advice has been offered or given by any other Party, their attorneys, agents, or any other Representative, in the course of these negotiations, and that each Party is relying upon the advice of his/its own tax consultant with regard to any tax consequences that may arise as a result of the execution of this Agreement. The Class Representative and Class Counsel acknowledge that they may be required to submit a Form W-9, and the Class Representative, Class Members, and Class Counsel acknowledge that the Settlement Administrator may be required to issue a Form 1099 or other tax form reporting the consideration flowing to the Class Representative, Class Members, and Class Counsel under this agreement to the Internal Revenue Service and/or other taxing authority. Nothing herein shall obligate the Class Representative, Class

Members, and Class Counsel to pay, indemnify, or otherwise assume responsibility for any taxes that would be owed by Defendant in the first instance or as a result of any re-classification of the treatment of the payments, such as, for example, employer-side payroll contributions.

77. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

78. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,

transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right herein released and discharged.

79. Release of Claims by Class Members. Upon the later of the Effective Date and full funding of the MSA, Participating Class Members fully release the Released Parties from the Released Claims for the Release Period. This settlement-only release does not constitute an admission concerning employment status, joint-employer status, alter-ego status, successor or predecessor liability, or employment by LA Taco Management, LLC before its acquisition of the restaurant operations.

80. Release of Claims by Aggrieved Employees and State. Upon the later of the Effective Date and full funding of the MSA, the Aggrieved Employees and the State of California, to the extent authorized by law and the Court's judgment, release the Released Parties from the Released PAGA Claims for the PAGA Release Period. The Released PAGA Claims shall not exceed the factual predicate of the operative PAGA Notice(s).

81. Release of Claims by Plaintiff. Upon the later of the Effective Date and full funding of the MSA by the Funding Defendant, Plaintiff will provide the complete individual release and Civil Code section 1542 waiver required by the MOU in favor of the Released Parties, except as prohibited by law. The Section 1542 waiver applies only to Plaintiff individually and not to absent Class Members.

82. Duties of the Parties Prior to Court Approval. The Parties shall promptly submit this Settlement Agreement to the Court in support of Plaintiff's Motion for Preliminary Approval and determination by the Court as to the fairness, adequacy, and reasonableness of the Settlement Agreement. Promptly upon execution of this Settlement Agreement, the Parties shall apply to the Court for the entry of an order for:

a. Scheduling a fairness hearing on the question of whether the proposed Settlement, including but not limited to, payment of Class Counsels' fees and costs, and the Class Representative Enhancement Payment, should be finally approved as fair, reasonable, and adequate as to the members of the Settlement Class;

b. Preliminarily Certifying a Settlement Class;

c. Approving, as to form and content, the proposed Notice;

d. Approving the manner and method for Class Members to request exclusion from the Settlement as contained herein and within the Notice;

e. Directing the mailing of the Notice, by first class mail to the Class Members; and

f. Giving Preliminary Approval to Settlement subject to final review by the Court.

83. Duties of the Parties Following Preliminary Court Approval. Following Preliminary Approval by the Court of the Settlement provided for in this Settlement Agreement and Notice to the Class, Class Counsel will submit a proposed final order of approval and judgment for:

a. Approval of the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;

b. Approval of Class Counsels' application for an award of attorneys' fees and costs;

c. Approval of the Class Representative Enhancement Payment to the Class Representative;

d. Approval of the Settlement Administration Costs of the Settlement Administrator; and

e. That judgment be entered in the Action.

84. Rescission of Settlement Agreement (by Defendants). If more than ten percent (10%) of the Class Members opt out of the Settlement by submitting Requests for Exclusion, Defendants may, at their option, rescind and void the Settlement and all actions taken in furtherance of it will thereby be null and void. Defendants must exercise this right of rescission, in writing, to Class Counsel within fourteen (14) calendar days after the Settlement Administrator notifies the Parties of the total number of Requests for Exclusion received by the Response Deadline. If the option to rescind is exercised, the Funding Defendant shall be solely responsible for Settlement Administration Costs accrued through termination, subject to the MOU and this Agreement.

85. Escalator Provisions.

(a) Class Action Escalator. The MOU represents 31 Class Members and 2,496 Class Period Workweeks, each subject to the negotiated ten-percent (10%) grace. If the grace is exceeded, the MSA shall increase pro rata with that increase (for example, if the number of workweeks increases by 11%, the Gross Settlement Amount shall increase by 1%). For the avoidance of doubt, Class Counsel shall have the right to

seek attorneys' fees of up to one-third (1/3) of any increase to the Gross Settlement Amount resulting from this Paragraph. Before any increase is calculated, the Parties and Settlement Administrator shall reconcile the census by unique employee identifier; exclude duplicate records, exempt employees, persons outside the Class definition, and persons with qualifying arbitration agreements; and calculate Workweeks by actual LA Taco payroll workweeks in which a Class Member worked at least one day. If both class headcount and Workweeks exceed their respective ten-percent thresholds, the class adjustment shall be based on the greater resulting percentage increase and shall not be cumulatively stacked within the Class Action Escalator unless the Parties expressly agree otherwise in writing. Any attorneys' fee attributable to an escalator increase is payable only from, and not in addition to, the resulting adjusted Maximum Settlement Amount, subject to Court approval. The Settlement Administrator has no unilateral authority to increase the Maximum Settlement Amount.

(b) PAGA Escalator. The MOU represents 402 Aggrieved Employees and approximately 13,871 PAGA Pay Periods through April 21, 2026, subject to the negotiated ten-percent (10%) grace as to pay periods. If the grace is exceeded, the MSA shall increase pro rata with that increase (for example, if the number of workweeks increases by 11%, the Gross Settlement Amount shall increase by 1%). For the avoidance of doubt, Class Counsel shall have the right to seek attorneys' fees of up to one-third (1/3) of any increase to the Gross Settlement Amount resulting from this Paragraph.Before any increase is calculated, the Parties and Settlement Administrator shall reconcile the census by unique employee identifier; exclude duplicate records, exempt employees, nonemployees, and periods outside the PAGA definition; and count each LA Taco payroll pay period in which an Aggrieved Employee worked at least one day as one PAGA Pay Period. Any PAGA escalator adjustment shall be calculated only after that reconciliation. The Settlement Administrator has no unilateral authority to increase the Maximum

Settlement Amount. Any attorneys' fee attributable to an escalator increase is payable only from, and not in addition to, the resulting adjusted Maximum Settlement Amount, subject to Court approval. Nothing in this paragraph authorizes double counting of the same underlying employee or payroll period across calculations beyond what the MOU expressly requires.

86. Adjustments to Components of Maximum Settlement Amount. The Court may approve or reallocate components within the Maximum Settlement Amount as permitted by law, but no proposed order, final order, judgment, administrator calculation, or component reallocation may increase the Maximum Settlement Amount except for an increase expressly required by the negotiated Escalator Provisions or a separate written agreement signed by the Funding Defendant. Any ambiguity in an implementation document shall be resolved consistently with the installment schedule and limitations in this Agreement and the MOU.

87. Nullification of Settlement Agreement. If the Court does not finally approve the Settlement in substantially the form contemplated by the Parties, or the Settlement otherwise does not become effective, this Agreement and any orders or judgments entered solely to effectuate it will be null and void as provided in the MOU. Amounts remaining in the QSF shall be returned to the Funding Defendant as provided in the Funding section, less only Court-approved or Settlement Administration Costs incurred through termination.

88. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice Packet; *i.e.*, the proposed Notice of Class Action Settlement document and Challenge Form, attached as **Exhibit A**. Class Counsel will be responsible for drafting all documents necessary to obtain Preliminary Approval. Defendant agrees not to oppose

the Motion for Preliminary Approval.

89. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the deadlines for Class Members to submit Requests for Exclusion, or objections to the Settlement Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (a) Individual Class Payments; (b) Individual PAGA Payments; (c) the Labor and Workforce Development Agency Payment; (d) the Class Counsels' Fees and Costs; (e) the Class Representative Enhancement Payment; (f) all Settlement Administration Costs; and (g) the Funding Defendant's share of payroll taxes for wages paid in connection with the Individual Class Payments. Class Counsel will be responsible for drafting all documents necessary to obtain Final Approval, including responding to any objections and appeals arising therefrom. Class Counsel will also draft the attorneys' fees and costs application to be heard at the Final Approval hearing. Defendants agree not to oppose the Motion for Final Approval.

90. Termination of Settlement. Subject to the obligation(s) of cooperation set forth herein, any Party may terminate this Settlement if the Court declines to enter the Preliminary Approval Order, the Final Approval Order, or final judgment in substantially the form submitted by the Parties, or the Settlement Agreement as agreed does not become final because of appellate court action. The Terminating Party shall give to all other Parties (through his/its counsel) written notice of his/its decision to terminate this Agreement no later than ten (10) business days after receiving notice that one of the enumerated events has occurred. Termination of this Agreement shall have the following effects:

a. The Settlement Agreement shall be terminated and shall have no force or effect, and no Party shall be bound by any of its terms;

b. If the Settlement is terminated, neither Defendant shall have any obligation to make settlement payments to Plaintiff, Class Members, Aggrieved Employees, or Class Counsel. Settlement Administration Costs incurred through termination shall be allocated solely to the Funding Defendant, and only to the extent required Nullification and QSF-refund provisions of this Agreement; administrator-caused errors or overruns shall not create an additional payment obligation.

c. The Settlement Agreement and all negotiations, statements, and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to the Settlement.

91. Judgment and Continued Jurisdiction. Upon Final Approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment pursuant to California Code of Civil Procedure section 664.6 to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Agreement.

92. Exhibits Incorporated by Reference. The terms of this Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement.

93. Entire Agreement; MOU Consistency. This Settlement Agreement, Plaintiff's individual release, and the attached Exhibits state the Parties' integrated settlement terms. The Parties further acknowledge that this Agreement is intended to implement the Memorandum of Understanding memorializing the June 17, 2026 settlement and shall be construed, wherever reasonably possible, consistently with the protections and limitations stated in that MOU.

94. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument signed by the named Parties or their successors-in-interest.

95. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effectuate the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of

this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

96. Signatories. It is agreed for the purposes of this Settlement Agreement only that because the members of the Class are so numerous, it is impossible or impractical to have each member of the Class execute this Settlement Agreement. The Notice, attached hereto as **Exhibit A**, will advise all Class Members of the binding nature of the release, and the release shall have the same force and effect as if this Settlement Agreement were executed by each member of the Class.

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

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

99. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. The Agreement may be executed in one or more counterparts either by ink or electronic signature. All executed counterparts and each of them, including electronic, facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument.

100. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action. The Parties further agree that they have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further agree that they and their respective counsel have conducted informal discovery, including but not limited to per-shift time keeping data, payroll data, and evidence of pay and timekeeping policies, and that the investigation conducted by the Parties was sufficient to satisfy the criteria for court approval set forth in Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794, 1801 and Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar"). The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement.

101. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement

Agreement valid and enforceable.

102. Plaintiff's Waiver of Right to Be Excluded and Object. Plaintiff agree to sign this Settlement Agreement and, by signing this Settlement Agreement, are hereby bound by the terms herein. For good and valuable consideration, Plaintiff further agrees that they will not request to be excluded from the Settlement Agreement, nor object to any terms herein, except as stipulated by the Parties in regard to their individual claims.

103. Waiver of Certain Appeals. The Parties waive appeals from the Final Approval Order and Judgment except as expressly provided in the MOU or this Agreement. Any appeal directed solely to a reduction of Class Counsels' Fees or Costs shall not increase the Maximum Settlement Amount, accelerate any installment, permit Plaintiff to rescind the Settlement, or, to the extent legally permissible, delay the Effective Date, releases, administration, or distributions. Plaintiff and Class Counsel shall provide prompt written notice to Defense Counsel and the Settlement Administrator of any such appeal.

104. Non-Admission of Liability; No Collateral Use. The Parties enter this Agreement solely to compromise disputed claims and avoid the burden, expense, and risk of continued litigation. Defendants deny all liability and wrongdoing. Neither this Agreement, any settlement-only certification, any financial submission, any negotiated date range, any settlement census, nor any related order shall constitute an admission that Bizhan Nematzadeh was an employer or joint employer; establish the exact date LA Taco Management, LLC began operating any location or employed any person; or establish alter-ego, agency, successor, predecessor, or joint liability. Except as necessary to obtain approval, administer the Settlement, or enforce an uncured material term, the Settlement may not be used to establish liability, issue preclusion, collateral estoppel, a policy violation, damages methodology, employment status, or any factual admission in another proceeding.

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

106. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a

further waiver by such Party of the same or any other condition, covenant, right, or remedy.

107. Enforcement Actions. In the event that one or more of the Parties institute any legal action, motion, petition, or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred but only if the Court finds such expert fees reasonably necessary. However, before seeking judicial enforcement based on an alleged payment or performance default, the complaining Party shall provide written notice describing the alleged material breach and allow ten (10) business days after receipt to cure, unless a shorter period is necessary to prevent irreparable prejudice and is ordered by the Court. A clerical, banking, administrator, or other nonmaterial deficiency timely cured will not support an award of enforcement fees or acceleration.

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

109. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel, and reviewed in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

110. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to the Court's Final Approval.

111. Notices. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be transmitted to a Party via email:

To Plaintiff and the Settlement Class:

Elliot J. Siegel (Bar No. 286798)
elliot@kingsiegel.com
Julian Burns King (Bar No. 298617)

julian@kingsiegel.com
KING & SIEGEL LLP
724 South Spring Street, Suite 201
Los Angeles, California 90014
tel: (213) 465-4802

Navid Barahmand, Esq. (Bar No. 340934)
BARAHMAND LAW GROUP
navid@barahmandlaw.com
23801 Calabasas Road, Suite 2034
Calabasas, California 91302
tel: (818) 574-3355

To Defendant:

Alden J. Parker (SBN 196808)
aparker@fisherphillips.com
Gregory Blueford (SBN 302628)
gblueford@fisherphillips.com
Stella Tran (SBN 359625)
stran@fisherphillips.com
FISHER & PHILLIPS LLP
621 Capitol Mall, Suite 2400
Sacramento, CA 95814
Telephone: (916) 210-0400
Facsimile: (916) 210-0401

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

113. Binding Agreement. The Parties warrant that: 1) they understand and have full authority to enter into this Agreement; 2) they intend that this Agreement will be fully enforceable and binding on all Parties; and 3) agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release Between Plaintiff and Defendant as of the date(s) set forth below:

SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF: Alan Garibay

Dated: 10/21/2026

Alan garibay (Oct 21, 2026 14:27:56 PDT)

Alan Garibay

DEFENDANT: Bizhan Nematzadeh

Dated: Oct 22, 2026

Bizhan Nematzadeh

Bizhan Nematzadeh

DEFENDANT: LA TACO MANAGEMENT, LLC

Dated: Oct 22, 2026

By: Bizhan Nematzadeh

Name: Bizhan Nematzadeh

Its: Managing member

EXHIBIT A

NOTICE OF PROPOSED CLASS AND PAGA ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL

Alan Garibay v. LA Taco Management, LLC et al.
Superior Court of the State of California, Los Angeles County
Case No. 24STCV02792

*You are **not** being sued. This is **not** an advertisement. This notice affects your rights.*

YOU ARE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT.

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice of Class Action Settlement because LA Taco Management, LLC's ("LA Taco") records show you are what is called a "Class Member," and are entitled to a payment from this class action settlement ("Settlement"). Class Members are all current and former non-exempt employees of LA Taco who worked in California from July 21, 2023 through December 31, 2025 and who did not sign an arbitration agreement.

On _____, the Honorable Elaine Lu of the Superior Court of California for the County of Los Angeles granted preliminary approval of this Class Action Settlement and ordered that all Class Members be notified of the Settlement.

Unless you choose not to participate in the Settlement (in other words, should you choose to "opt out") by following the procedures described below, you will be considered a Participating Class Member. If the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement fund, which is estimated to be <<estAmount>>.

[For PAGA Aggrieved Employees only: You are also a PAGA Aggrieved Employee, and will be mailed a check for you portion of the civil penalties under PAGA allocated in this Settlement**, which is estimated to be <<estAmount>>.**]

IF YOU STILL WORK FOR LA TACO, PARTICIPATION IN THIS SETTLEMENT WILL NOT AFFECT OR DISRUPT YOUR WORK IN ANY MANNER. YOU WILL NOT BE RETALIATED AGAINST BY DEFENDANT FOR YOUR PARTICIPATION.

California law strictly prohibits retaliation. Defendant is prohibited by law from taking any adverse action against any Class Member or otherwise targeting, retaliating, or discriminating against any Class Member because of the Class Member's participation in or decision not to participate in this Settlement.

You can view the proposed Final Approval Order, Final Judgment, and payment schedule at www._____.

What Is This Case About?

Alan Garibay is a former employee of LA Taco Management, LLC ("LA Taco" or "Defendant"). He is the "Plaintiff" in this case and is suing Defendant on behalf of himself and all Class Members.

Plaintiff sued Defendant, alleging it (1) failed to pay minimum wages; (2) failed to pay overtime wages; (3) failed to authorize meal periods or premium pay in lieu thereof; (4) failed to provide rest periods or premium pay in lieu thereof; (5) failed to provide and maintain accurate records; (6) failed to pay wages when due; (7) failed to reimburse necessary business expenses; (8) civil penalties under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* ("PAGA"); and (9) engaged in Unlawful Business Practices, Cal. Bus. & Prof. Code §§ 17200, *et seq.*

Defendant is not admitting to any allegations or wrongdoing in this case, and in fact expressly denies that any of its practices at issue in this lawsuit were or are unlawful. Specifically, Defendant asserts that the Class Members were properly compensated at all times during the Class Period. Defendant further asserts that LA Taco has and had during the Class Period lawful wage-and-hour policies, practices, and procedures, including legally compliant timekeeping policies.

Plaintiff entered into settlement discussions with Defendant in an attempt to resolve the disputed claims in this case. On or about July 30, 2026, the Parties negotiated a settlement on behalf of themselves and the Class Members. The Parties' agreement has been documented in a Joint Stipulation of Settlement and Release of Class and PAGA Action ("Joint Stipulation").

The Court has preliminarily approved the Joint Stipulation. The Court will decide whether to give final approval to the Settlement at the Final Fairness and Approval Hearing. The Final Fairness and Approval Hearing ("Hearing") on the adequacy, reasonableness, and fairness of the Settlement will be held at _____ on _____, in Department 9 of the Superior Court of California for the County of Los Angeles, 312 North Spring Street, Los Angeles, CA 90012.

Attorneys for Plaintiff and the Class Members ("Class Counsel") are:

Elliot J. Siegel
KING & SIEGEL, LLP
(213) 465-4802
724 South Spring Street, Suite 201
Los Angeles, California 90014

Navid Barahmand
BARAHMAND LAW GROUP
(818) 574-3355
23801 Calabasas Road, Suite 2034
Calabasas, California 91302

Summary of the Settlement Terms

Plaintiff and Defendant have agreed to settle this case on behalf of themselves and the Class Members for $200,000.00 ("Gross Settlement Amount").

The Gross Settlement Amount includes: (1) Individual Settlement Payments to Participating Class Members; (2) a $10,000 service payment to the Representative Plaintiff for his time and effort in pursuing this case and in exchange for a general release of claims against Defendant, subject to Court

approval; (3) Settlement Administration Costs; (4) $15,000 to the California Labor & Workforce Development Agency, representing the State of California's portion of civil penalties under PAGA (or 75% of the $20,000 allocated to PAGA penalties); (5) $5,000 to alleged PAGA Aggrieved Employees (or 25% of the $20,000 allocated to PAGA penalties); and (6) subject to Court approval of an application for fees and costs, an award of up to $66,666.66 in attorneys' fees and up to $40,000 in litigation costs to Class Counsel.

After deducting the service payment to Plaintiff, the Settlement Administration Costs, the portion of the PAGA payment to be paid to the California Labor and Workforce Development Agency, payments to PAGA Aggrieved Employees, and attorneys' fees and costs/expenses, a total of approximately [$_____] will be available to Class Members who do not opt out of the Settlement ("Net Settlement Amount"). Employer-side payroll taxes will be paid by LA Taco *outside* of the Gross Settlement Amount.[1]

Plan of Distribution to Class Members and PAGA Aggrieved Employees

Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of weeks a Participating Class Member worked during the Class Period, which is the period of time from July 21, 2023 to December 31, 2025 ("Workweeks"). Individual PAGA Payments will be separately calculated and apportioned from the portion of the PAGA amount intended for PAGA Aggrieved Employees during the PAGA Period, which is the period of time from July 21, 2023 to April 21, 2026.

Specific calculations of Individual Settlement Payments will be made as follows:

a. The Settlement Administrator will calculate the number of Workweeks per Participating Class Member during the Class Period based on records in Defendant's possession, custody or control.[2] Workweeks are determined by identifying each week an employee actually worked based on Defendant's timekeeping and/or payroll data. A Class Member who worked only one day during the Class Period will be credited with having worked one Workweek for purposes of the Settlement. Partial workweeks will not be counted, meaning incomplete workweeks will be rounded down.

b. Using the Class Data, the Settlement Administrator will calculate the total Workweeks for all Settlement Class Members by adding the number of Workweeks worked by each Settlement Class Member during the Class Period. The respective Workweeks for each Settlement Class Member will be divided by the total Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member.

[1] Defendant will pay the Gross Settlement Amount over time in installments, with the final payment estimated to be made approximately August 2029.

[2] Defendant's Workweek data will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. All Workweek disputes will be resolved and decided by the Settlement Administrator in consultation with Class Counsel and counsel for Defendant. The Settlement Administrator's decision on all Workweek disputes will be final and non-appealable.

c. Each Settlement Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated Individual Settlement Payments.

d. Using the Class Data, the Settlement Administrator will calculate the total number of pay periods in the PAGA Period and will divide each Aggrieved Employee's individual number of eligible pay periods in the PAGA Period to determine their pro rata portion of the portion of the PAGA Payment allocated to each Aggrieved Employees. Partial pay periods will not be counted, meaning incomplete pay periods will be rounded down; however, an Aggrieved Employee who worked only one day during the PAGA Period will be credited with having worked one pay period for purposes of the Settlement.

e. According to Defendant's records, you worked _____ Workweeks during the Class Period. The total amount of workweeks worked by all Settlement Class Members is <<WorkWeeks>>. Accordingly, your estimated Class payment is approximately $_____.

f. According to Defendant's records, you worked **<<PayPeriods>>** pay periods during the PAGA Period. The total amount of pay periods worked by all Aggrieved Employees during the PAGA Period is **<<PayPeriods>>**. By law, under the Private Attorney Generals Act ("PAGA"), the amount recovered in settlement, after paying for attorney's fees and costs, and costs of administration of settlement, are to be split between the State of California and the PAGA Settlement Members. The State receives 75% of the net settlement amount and the PAGA Settlement Members receive 25% of the net settlement (to be allocated on a pro rata basis). Accordingly, your Individual PAGA Settlement Member Payment is **<<CheckAmount>>.**

If you believe the information provided above as to the number of your Individual Workweeks is incorrect and you wish to dispute it, please submit the Challenge Form attached to your Share Form to the Settlement Administrator at *Alan Garibay v. LA Taco Management, LLC. et al.* Settlement Administrator, c/o _____ no later than 30 days after the date this Notice of Class Action Settlement was mailed to you.[3]

If you dispute the information stated above, the information provided to the Settlement Administrator will control unless you are able to provide documentation that establishes otherwise. Any disputes, along with supporting documentation ("Disputes"), must be postmarked no later than _____. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

Class Member Tax Matters

IRS Forms W-2 and 1099-MISC will be distributed to participating Class Members and Aggrieved Employees, and the appropriate taxing authorities reflecting the payments Class Members and

[3] Unless the 30th day falls on a Sunday or federal holiday, in you have until the next day on which the U.S. Postal Service is open.

Aggrieved Employees receive under the Settlement. Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this Settlement, 20% of each Individual Settlement Payment will be allocated to alleged unpaid wages and 80% will be allocated as alleged unpaid civil penalties. All Individual PAGA Payments will be allocated as penalties and will be reported on an IRS Form-1099 by the Settlement Administrator. Again, please consult with a tax advisor regarding the significance of how each Individual Settlement Payment is allocated between wages, penalties, and interest. This notice is not intended to provide legal or tax advice. To the extent this notice or any of its attachments is interpreted to contain or constitute advice regarding any United States or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code.

Your Options Under the Settlement

Option 1 – *Automatically Receive a Payment from the Settlement*

If you want to receive your payment from the Settlement, then no further action is required on your part. You will automatically receive your Individual Settlement Payment and Individual PAGA payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1** and the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement funds. In addition, you will be deemed to have released or waived the following claims ("Released Claims") against the Released Parties for the Release Period.

The Released Claims are defined as:

> All claims that were alleged in, or could reasonably have been alleged based on the facts set forth in, the First Amended Class Complaint. The Released Claims shall be released through the Release Period. The Release will only take effect upon the latter of the Effective Date and full funding of the MSA by Defendant.

The Released PAGA Claims include:

> All claims for civil penalties, interest, fees, or costs under PAGA that were alleged, or reasonably could have been alleged in the based on the factual allegations contained in the operative PAGA Notice during the PAGA Release Period. The Released PAGA Claims shall be released through the PAGA Release Period.
>
> No Aggrieved Employee may opt out of the PAGA Release and will be bound by this Release regardless of whether they cash their Individual PAGA Payment. The Release will only take effect upon the latter of the Effective Date and full funding of the MSA by Defendant.

"Released Parties" means Defendant LA Taco Management, LLC, and its current and former parents, subsidiaries, affiliates, shareholders, members, agents, predecessors, successors and assigns, including Bizhan Nematzadeh.

The "Release Period" is the period from July 21, 2023 through December 31, 2025. The "PAGA Release Period" is the period from July 21, 2023 through April 21, 2026.

Option 2 – *Opt-Out of the Settlement*

You will be treated as a participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator, in writing, not later than [date], that you wish to op-out.

If you do not wish to participate in the Settlement, you may exclude yourself from participating by submitting a written "Request for Exclusion from The Class Action Settlement" letter or card to the Settlement Administrator postmarked no later than _____. Your written request should clearly state your intent to opt out or be excluded. For instance, you could write:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *ALAN GARIBAY ET AL. V. LA TACO MANAGEMENT, LLC, ET. AL.* LAWSUIT."

The written request for exclusion should also include sufficient information to identify you, including your name, address, telephone number, or last four digits of your Social Security Number. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail or equivalent, to the address below.

Alan Garibay et al. v. LA TACO MANAGEMENT, LLC, et. al Settlement Administrator
c/o _____
_____
_____
Telephone: _____

The written request to be excluded from the Settlement must be postmarked to the Settlement Administrator not later than _____ [30 days from mailing]. If you submit a request for exclusion which is not postmarked by _____, your request for exclusion will be rejected, and you will be included in the Settlement Class.

If you choose **Option 2**, you will no longer be a Class Member. Therefore, you (1) will **not** receive any payment from the Settlement, with the exception of your pro-rata portion of the Aggrieved Employees' portion of the civil penalties allocated to PAGA[4]; (2) will not be deemed to have released any claims due to this Settlement with the exception of the PAGA cause of action, and (3) will be barred from filing an objection to the Settlement. **You cannot opt-out of the PAGA portion of the proposed Settlement.** Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims as defined above.

Do not submit both a Dispute and a Request for Exclusion. If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

[4] By law, Aggrieved Employees cannot opt out of the Settlement with respect to the PAGA claims and will release their claims for civil penalties under PAGA as set forth in the Settlement regardless of whether they cash their Individual PAGA Payment.

Option 3 – *File an Objection to the Settlement*

If you wish to object to the Settlement, you can mail a written objection to the Settlement Administrator. Your objection should provide: your full name, address and telephone number, the last four digits of your Social Security Number, the dates you were employed by LA TACO in California, and your objections to the Settlement, including each specific reason in support of each objection and any legal support for each objection together with any evidence in support of your objection. Your objection should be mailed to the Settlement Administrator on or before _____. All objections or other correspondence should state the name and number of the case, which is *Alan Garibay et al. v. LA Taco Management, LLC, et. al.,* Los Angeles County Case Number No. 24STCV02792.

You may also appear at the Final Fairness and Approval Hearing set for _____ at _____. in Department 9 of the Superior Court of California for the County of Los Angeles located at 12 North Spring Street, Los Angeles, CA 90012 and discuss your objections with the Court and the Parties at your own expense.

You may appear at the Hearing regardless of whether you submitted a written objection. You may also retain an attorney to represent you at the Hearing at your own expense.

If you choose **Option 3**, you will still be entitled to the money from the Settlement. You will remain a member of the Settlement Class, and if the Court overrules your objections and approves the Settlement, you will receive your Individual Settlement Payment and will be bound by the terms of the Settlement in the same way as Class Members who do not object, including being deemed to have released the Released Claims. You cannot both object to the settlement and exclude yourself. You must choose one option only.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may refer to the pleadings, the Joint Stipulation of Settlement, and other papers filed in this case, which may be inspected at the Office of the Clerk of the Superior Court of California for the County of Los Angeles, during regular business hours of each court day.

All questions by Class Members regarding this Notice of Class and PAGA Action Settlement and/or the Settlement should be directed to the Settlement Administrator or Class Counsel.

You can view the final approval order and final judgment and payment schedule at www._____.

PLEASE DO NOT CONTACT THE COURT WITH QUESTIONS ABOUT THIS NOTICE.

Challenge Form

Alan Garibay v. LA Taco Management, LLC, et al.
Superior Court of the State of California, Los Angeles County
Case No. 24STCV02792

For all persons who worked at least one shift as a non-exempt employee of Defendant LA Taco Management, LLC ("Defendant") in the State of California from July 21, 2023 through December 31, 2025 ("Class Period"), and who did not sign an arbitration agreement with Defendants.

Your Estimated Payment

Your total Individual Settlement Payment is currently estimated at $_____. [[Your total Individual PAGA Payment is currently estimated at $_____.]] Your estimated pro-rata share of the Net Settlement Amount, as defined in the accompanying Notice of Proposed Class and PAGA Action Settlement and Hearing Date for Court Approval ("Notice"), may increase depending on factors such as, but not limited to, the number of Class Members who effectively exclude themselves from the Settlement. The Net Settlement Amount to be distributed to all Class Members who do not opt-out of the settlement is currently estimated to be $_____.

Your estimated award is based on your pro-rata percentage of the Net Settlement Amount. Your award is calculated based on your Workweeks and PAGA Pay Periods as a non-exempt employee in California during the Class Period, as a percentage of all of Class Members' Workweeks and PAGA Pay Periods in California during the Class Period, as adjusted per the allocation method set forth in the Joint Stipulation of Settlement and Release of Class Action and the accompanying Notice. "Workweeks" means the number of weeks actually worked by each Class Member as a non-exempt employee during the Class Period (July 21, 2023 to December 31, 2025.) Workweeks are determined by identifying each week an employee actually worked based on Defendant's timekeeping and/or payroll data. A Class Member who worked only one day during the Class Period will be credited with having worked one Workweek for purposes of the Settlement. Partial workweeks will not be counted, meaning incomplete workweeks will be rounded down. Defendant' records show that during the Class Period, you worked a total of _____ Workweeks.

[["PAGA Pay Periods" means the number of pay periods actually worked by each Aggrieved Employee during the PAGA Period (July 21, 2023 to April 21, 2026) to determine their pro rata portion of the portion of the PAGA Payment. Partial pay periods will not be counted, meaning incomplete pay periods will be rounded down; however, an Aggrieved Employee who worked only one day during the PAGA Period will be credited with having worked one pay period for purposes of the Settlement. Defendant' records show that during the PAGA Period you worked a total of _____ Pay Periods.]]

YOU DO NOT NEED TO DO ANYTHING IN ORDER TO RECEIVE MONEY UNDER THE SETTLEMENT.

If you believe the total number of your Workweeks during the Class Period or Pay Periods during the PAGA Period (listed above) are accurate, you do not need to take any further action in order to receive your payment(s).

TO CHALLENGE THE NUMBER OF YOUR WORKWEEKS DURING THE CLASS PERIOD OR PAY PERIODS DURING THE PAGA PERIOD, THE CHALLENGE FORM AND THE CHALLENGE PORTION OF THE FORM BELOW MUST BE SIGNED AND POSTMARKED NO LATER THAN [DATE].

CHALLENGE FORM

Important:

1. You do NOT have to complete this part of the Challenge Form if the total number of your Workweeks and/or PAGA Pay Periods during the Class Period as stated above is accurate.

2. If you do submit this form, it is strongly recommended that you keep proof of timely mailing of this form until receipt of your settlement payment.

3. If you change your mailing address, please provide your new mailing address to the Settlement Administrator. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

Check the box below ONLY if you wish to challenge the total number of your Workweeks or PAGA Pay Periods as stated above. All fields on this Challenge Form must be complete for your challenge to be accepted:

☐ I wish to challenge the total number of my Workweeks or PAGA Pay Periods. I have included a written statement detailing what I believe to be the correct number of weeks or pay periods I was employed as an hourly, non-exempt employee in California during the Class Period or PAGA Period. I have also included information and/or documentary evidence that support my challenge. I understand that by submitting this challenge I authorize the Settlement Administrator to review Defendant' records and determine the validity of my challenge.

_____

Signature

Name of Class Member _____ **[preprinted]**

Class Member ID Number (from address label): _____ **[preprinted]**

I believe that the correct number of Workweeks I was employed by Defendant as an hourly, non-exempt employee in California during the Class Period is:_____

I believe that the correct number of PAGA Pay Periods I was employed by Defendant as an hourly, non-exempt employee in California during the PAGA Period is:_____

The following is a statement of my reasons and documentation to support this number of Workweeks or Pay Periods:

_____

_____

_____

_____

[Attach documentation and use separate page(s) as necessary]

Mail to: insert address

EXHIBIT B

Elliot J. Siegel (Bar No. 286798)
elliot@kingsiegel.com
Julian Burns King (Bar No. 298617)
julian@kingsiegel.com
KING & SIEGEL LLP
724 South Spring Street, Suite 201
Los Angeles, California 90014
tel: (213) 465-4802

Navid Barahmand, Esq. (Bar No. 340934)
BARAHMAND LAW GROUP
navid@barahmandlaw.com
23801 Calabasas Road, Suite 2034
Calabasas, California 91203
tel: (818) 574-3355

Attorneys for Plaintiff Alan Garibay and the Settlement Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

Alan Garibay, individually and on behalf of all similarly situated individuals,

Plaintiff,

vs.

LA Taco Management, LLC, a California Limited Liability Company; **Bizhan Nematzadeh**, an individual; and **Does 1-10**, inclusive;

Defendants.

CASE NO. 24STCV02792

[Assigned for all purposes to the Honorable Elaine Lu, Dept. 9]

CLASS ACTION

[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT PURSUANT TO THE TERMS OF JOINT STIPULATION RE: CLASS ACTION SETTLEMENT

Date: _____
Time: _____
Dept.: _____

Plaintiff's Unopposed Motion for Preliminary Approval of the proposed settlement of this Class and Representative action on the terms set forth in the Joint Stipulation of Settlement and Release of Class and PAGA Action (the "Settlement" or "Stipulation") came on for hearing on May 1, 2026.

Having considered the Settlement, all papers and proceedings held herein, and having reviewed the entire record in this action, Case No. 24STCV02792, entitled *Alan Garibay v. LA Taco Management, LLC et al.* (the "Action"), and good cause appearing, the Court finds that:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. To the extent defined in the Stipulation, incorporated herein by reference, the terms in this Order shall have the meanings set forth therein.

2. The Court has jurisdiction over the subject matter of this Action, Defendant, and the Class.

3. The Class is defined as follows: "*All persons who worked at least one shift as a non-exempt employee of Defendant in the State of California from the period of July 21, 2023 through December 31, 2025 and who did not sign an arbitration agreement with Defendant.*"

4. "Aggrieved Employees" are defined as follows: "*All persons who worked at least one shift as a non-exempt employee of Defendant LA Taco Management, LLC in the State of California from the period of July 21, 2023 through April 21, 2026*.

5. The Court has determined that the Class Notice fully and accurately informs all persons in the Class of all material elements of the proposed Settlement, constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice to all Class Members and Aggrieved Employees. The Class Notice is attached as **Exhibit A** and incorporated by reference.

6. The Court hereby grants preliminary approval of the Settlement and Stipulation as fair, reasonable, and adequate in all respects to the Class Members and Aggrieved Employees, and orders the parties to consummate the Settlement in accordance with the terms of the Stipulation, including the terms and procedures for Class Members to object or request exclusion to the Settlement.

7. The plan of distribution as set forth in the Stipulation providing for the distribution of the Net Settlement Amount to Settlement Class Members is preliminarily approved as being fair, reasonable, and adequate.

8. The Court preliminarily appoints as Class Counsel the following attorneys: Elliot J. Siegel of King & Siegel LLP, 724 S. Spring Street, Suite 201, Los Angeles, California 90014; Navid Barahmand of Barahmand Law Group 23801 Calabasas Road, Suite 2034, Calabasas, California 91302.

9. The Court preliminarily approves the payment of attorneys' fees in the amount of $66,666.66[1] (or one-third of the Maximum Settlement Amount) to Class Counsel, which shall be paid from the Maximum Settlement Amount.

10. The Court preliminarily approves the payment of incurred reasonable costs in an amount not to exceed $40,000.00 to Class Counsel, which shall be paid from the Maximum Settlement Amount as defined in the parties' Stipulation.

11. The Court preliminarily approves a payment in the amount of $20,000.00 of the settlement amount to be allocated to PAGA, of which $15,000.00 will be paid to the California Labor & Workforce Development Agency, representing the State of California's portion of civil penalties under PAGA (or 75% of $20,000.00), and $5,000 to the alleged Aggrieved Employees (or 25% of $20,000.00), which shall be paid from the Maximum Settlement Amount.

12. The Court preliminarily approves the payment of incurred reasonable claims administration costs to the Settlement Administrator, in an amount not to exceed $15,000, which shall be paid from the Maximum Settlement Amount.

13. The Court preliminarily approves an enhancement award to the Class Representative, Alan Garibay, in the amount of up to $10,000.00, which amount shall be paid from the Maximum Settlement Amount.

14. This Preliminary Approval Order and the Stipulation, and all papers related thereto, are not, and shall not be construed to be, an admission by Defendant of any liability, claim, or wrongdoing whatsoever, and shall not be offered as evidence of any such liability, claim, or wrongdoing in this Action or in any other proceeding.

15. In the event that the Settlement does not become effective in accordance with the terms

[1] For the avoidance of doubt, any increase to the Maximum Settlement Amount caused the Escalator Provision of the Parties' stipulation shall apply to Class Counsel's fees such that they shall be equal to one-third of the amount of the escalated Maximum Settlement.

of the Stipulation, then this Preliminary Approval Order shall be rendered null and void to the extent provided by and in accordance with the Stipulation and shall be vacated. In such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Stipulation, and each party shall retain his or its rights to proceed with litigation of the Action.

16. The Court orders the following Implementation Schedule[2] for further proceedings:

a.	Deadline for Defendant to submit Class Member data to the Settlement Administrator	_____ *[5 calendar days after entry of the Court's Order Granting Preliminary Approval].*
b.	Deadline for the Settlement Administrator to mail Notice of the Settlement to the Class Members and Aggrieved Employees	_____ *[5 calendar days following the Settlement Administrator's receipt of Class data]*
c.	Deadline for Class Members to postmark Requests for Exclusion from the Settlement	_____ *[30 calendar days after the Settlement Administrator mails the Notice]*
d.	Deadline for Class Members to submit objections to the Settlement	_____ *[30 calendar days after the Settlement Administrator mails the Notice, unless the Settlement Administrator is required to re-mail the notice, in which case the deadline shall be extended by 15 calendar days]*
e.	Settlement Administrator to provide update to Class Counsel regarding Requests for Exclusion, disputed amounts, and claims made for inclusion of the Settlement	_____ *[30 days prior to the deadline for Class Counsel to file its motion in support of the Final Approval Hearing]*
f.	Deadline for Class Counsel to file the Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	_____ *[16 Court days prior to the Final Settlement Approval Hearing]*
g.	**Final Settlement Approval Hearing**	**_____, 2027 at _____ a.m./p.m.**
	Settlement Administrator to Provide an Accounting of Funds	_____*[5 calendar days following the Effective Date of the Settlement]*
i.	Deadline for Defendant to deposit	Defendant LA Taco Management, LLC shall fund

[2] If any date provided for by the Stipulation falls on a weekend or court holiday, the time to act shall be extended to the next business day, and will be as stated in this Implementation Schedule.

	the Maximum Settlement Amount under the Settlement.	the Maximum Settlement Amount of $200,000.00 through eleven (11) quarterly installment payments of $17,500.00 each, followed by a final twelfth installment payment of $7,500.00. The first installment shall be due within thirty (30) calendar days after execution of the Stipulation, with each subsequent installment due every ninety (90) calendar days thereafter.
j.	Deadline for Settlement Administrator to distribute payments to: (a) the Settlement Administrator; (b) the Labor and Workforce Development Agency; (c) Class Representatives; and (d) Class Counsel, in the amount approved by the Court in the Final Approval. The Settlement Administrator shall also send to Participating Class Members their Individual Settlement Payments	_____ [*5 calendar days following receipt by the Settlement Administrator of the Maximum Settlement Amount and the Effective Date of the Settlement*]
l.	Compliance Hearing	_____ [*360 calendar days following Effective Date of the Settlement*]

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: _____

_____

Hon. Elaine Lu
Los Angeles County Superior Court Judge

EXHIBIT C

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

Alan Garibay, individually and on behalf of all similarly situated individuals, Plaintiff, vs. **LA Taco Management, LLC**, a California Limited Liability Company; **Bizhan Nematzadeh**, an individual; and **Does 1-10**, inclusive; Defendants.	CASE NO. 24STCV02792 [Assigned for all purposes to the Honorable Elaine Lu, Dept. 9] **CLASS ACTION** **[PROPOSED] ORDER FINALLY APPROVING CLASS AND PAGA ACTION SETTLEMENT PURSUANT TO THE TERMS OF JOINT STIPULATION RE: CLASS AND PAGA ACTION SETTLEMENT** Date: _____ [Reserved] Time: _____ Dept.: _____

[PROPOSED] ORDER

Plaintiff's Unopposed Motion for Final Approval of the proposed Settlement of this action on the terms set forth in the Joint Stipulation of Settlement (the "Settlement" or "Stipulation") came on for hearing on _____, 2026.

In conformity with California Rules of Court, rule 3.769, with due and adequate notice having been given to Class Members (as defined in the Settlement Agreement), and having considered the declaration of the Settlement Administrator, Settlement Agreement, all of the legal authorities and documents submitted in support thereof, all papers filed and proceedings had herein, all oral and written comments received regarding the Settlement Agreement, and having reviewed the record in this litigation, and good cause appearing, the Court **GRANTS** final approval of the Settlement Agreement and orders and makes the following findings and determinations and enters final judgment as follows:

1. All terms used in this order shall have the same meanings given as those terms are used and/or defined in the parties' Settlement Agreement and Plaintiff's Motion for Order Granting Final Approval of Class and PAGA Action Settlement. A copy of the Joint Stipulation of Settlement is attached to the Declaration of Navid Barahmand in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement as **Exhibit 1** and is made a part of this Order.[1]

2. The Court has personal jurisdiction over the Parties to this litigation and subject matter jurisdiction to approve the Settlement Agreement and all exhibits thereto.

3. The previously certified Class, as further defined in the Settlement is as follows:

> *"All persons who worked at least one shift as a non-exempt employee of Defendant in the State of California from the period of July 21, 2023 through December 31, 2025 and who did not sign an arbitration agreement with Defendant."*

4. "Aggrieved Employees" are defined as follows: "*All persons who worked at least one shift as a non-exempt employee of Defendant LA Taco Management, LLC in the State of California from the period of July 21, 2023 through April 21, 2026*."

[1] The Court previously granted preliminary approval of the Settlement on _____.

5. The Court deems this definition sufficient for the purpose of rule 3.765(a) of the California Rules of Court for the purpose of effectuating the Settlement.

6. The Court finds that an ascertainable class of _____ Participating Class Members exists and a well-defined community of interest exists on the questions of law and fact involved because in the context of the Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of the Plaintiffs are typical of claims of the Class Members; and (iii) in negotiating, entering into and implementing the Settlement, Plaintiff and Class Counsel have fairly and adequately represented and protected the interest of the Class Members.

7. The Court finds that the Settlement Agreement has been reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted extensive litigation, investigation, and research, and their attorneys were able to reasonably evaluate their respective positions over the course of this litigation.

8. The Court finds that the Settlement constitutes a fair, adequate, and reasonable compromise of the Class' claims and will avoid additional and potentially substantial litigation costs, as well as the delay and risks of the Parties if they were to continue to litigate the case. After considering the monetary recovery provided as part of the Settlement in light of the challenges posed by continued litigation, trial, and appeals, the Court concludes that Class Counsel secured significant relief for Class Members.

9. The Court hereby approves the terms set forth in the Settlement Agreement and finds that the Settlement is, in all respects, fair, adequate, and reasonable, consistent with all applicable requirements of the California Code of Civil Procedure, the California and United States Constitutions, including the Due Process clauses, the California Rules of Court, and any other applicable law, and in the best interests of each of the Parties and Class Members.

10. The Court appoints Elliot J. Siegel of King & Siegel LLP, Navid Barahmand of Barahmand Law Group and finds each of them to be adequate, experienced, and well-versed in class action litigation.

11. The Court appoints Plaintiff as Class Representative and finds him to be adequate.

12. The Court is satisfied that _____, which functioned as the Settlement Administrator, completed the distribution of Class Notice to the Class in a manner that comports with California Rule of Court 3.766. The Class Notice informed the prospective Class Members of the Settlement terms, their right to do nothing and receive their settlement share, their right to submit a request for exclusion, their rights to comment on or object to the Settlement, and their right to appear at the Final Approval and Fairness Hearing, and be heard regarding approval of the Settlement and adequate periods of time to respond and to act were provided by each of these procedures.

13. As part of administration, the Court notes that [___] Class Members filed written objections to the Settlement as part of this notice process, and [___] Class Members filed a written statement of intention to appear at the Final Approval and Fairness Hearing, and [___] Class Member submitted a request for exclusion. The Class Member(s) who requested exclusion, specifically _____, will not be bound by the Settlement and will not receive any portion of the Net Settlement Amount, but will be bound by the PAGA Release to the extent they are Aggrieved Employees under the Settlement.

14. The terms of the Settlement Agreement, including the Maximum Settlement Amount of $200,000.00 and the allocation for determining Individual Settlement Payments, are fair, adequate, and reasonable to the Class and to each Class Member, and the Courts grants final approval of the Settlement set forth in the Settlement Agreement, subject to this Order.

15. The Court further approves the following distributions from the Maximum Settlement Amount, which fall within the ranges stipulated by and through the Settlement Agreement:

a. The $66,666.66 amount, representing one-third of the Maximum Settlement Amount, requested by Plaintiff and Class Counsel for the Class Counsels' attorneys' fees is fair and reasonable in light of the benefit obtained for the Class. Class Counsels' fee request is also supported by its lodestar cross-check, and the Court finds that Class Counsels' time spent on the matter and hourly rates charged by the attorneys who worked on the matter are fair and reasonable. The Court grants final approval of, awards, and orders the Class Counsel fees payment to be made in accordance with the Settlement Agreement.

b. The Court awards Class Counsel $_____ in litigation costs, which is an

amount which the Court finds to be reflective of the actual and reasonable costs incurred. The Court grants final approval of Class Counsels' litigation expenses payment and orders payment of this amount to be made in accordance with the Settlement Agreement.

c. The $10,000 class representative incentive payment requested to the Named Plaintiff is fair and reasonable. The Court grants final approval of the payment and orders the payment to be made in accordance with the Settlement Agreement.

d. The amount of $_____ designated for payment to the Settlement Administrator is fair and reasonable. The Court grants final approval of it and orders the Parties to make the payment to the Settlement Administrator in accordance with the Settlement Agreement.

e. The Court approves of the $20,000.00 allocation assigned for claims under the Labor Code Private Attorneys General Act of 2004, and orders 75% thereof (*i.e.*, $15,000.00) to be paid to the California Labor and Workforce Development Agency and orders 25% thereof (i.e., $5,000.00) to be paid to alleged Aggrieved Employees in accordance with the terms of the Settlement Agreement.

16. The Court orders the Parties to otherwise comply with, effectuate, and carry out all terms and provisions of the Settlement Agreement, to the extent that the terms thereunder do not contradict with this order, in which case the provisions of this order shall take precedence and supersede the Settlement Agreement.

17. All Participating Class Members shall be bound by the Settlement and this order, including the release of claims as set forth in the Settlement Agreement.

18. The Parties shall bear their own respective attorneys' fees and costs except as otherwise provided in this order and the Settlement Agreement.

19. Plaintiff shall file with the Court a report regarding the status of distribution no later than fifty (50) days after all funds have been distributed.

20. All checks mailed to the Class Members must be cashed within 180 days of issuance and will be negotiable through that date (the "Void Date"). Any envelope transmitting a settlement distribution to a class member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT

CHECK IS ENCLOSED." Checks that remain uncashed after the Void Date shall be sent to the California State's Unclaimed Wages Fund.

21. No later than 10 days from this order, the Settlement Administrator shall give notice of judgment to Class Members pursuant to California Rules of Court, rule 3.771(b) by posting a copy of this Order and Final Judgment on its website assigned to this matter.

22. The Court retains continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court and Code of Civil Procedure section 664.6, solely for purposes of (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and (c) addressing such post-judgment matters as may be appropriate under court rules or applicable law.

23. This Final Judgment is intended to be a final disposition of the above-captioned action in its entirety and is intended to be immediately appealable. This final judgment resolves all claims released by the Settlement Agreement against Defendants.

24. The Court hereby sets a hearing date of _____, 202_ at _____ for a hearing on the final accounting and distribution of the settlement funds. Counsel shall file with the Court a report regarding the status of distribution at least five days before the hearing and not more than 21 days after the Void Date.[2] Class Counsel shall also file with the report a proposed amended judgment that complies with C.C.P. § 384.5.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: _____

_____
Hon. Elaine Lu
Los Angeles County Superior Court Judge

[2] The report shall be in the form of a declaration from the Settlement Administrator and shall describe (i) the date the checks were mailed, (ii) the total number of checks mailed to class members, (iii) the average amount of those checks, (iv) the number of checks that remain uncashed, (v) the total value of those uncashed checks, (vi) the average amount of the uncashed checks, and (vii) the nature and date of the disposition of those unclaimed funds.

Stipulation of Settlement of Class Action (Garibay) FINAL

Final Audit Report 2026-10-21

Created:	2026-10-21
By:	Navid Barahmand (navid@barahmandlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnHPpu9jWjmAPW9f65BfahrymIzk0LdRC

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Signer agaribaya15@gmail.com entered name at signing as Alan garibay
2026-10-21 - 9:27:54 PM GMT

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Stipulation of Settlement of Class Action (Garibay) FINAL - signed by Plaintiff

Final Audit Report 2026-10-22

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