EXHIBIT 1

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PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Barry Vincent Adams ("Plaintiff") and Defendants 376 5th LLC and RMD Group, LLC ("Defendants"). The Agreement refers to Plaintiff and Defendants jointly as "Parties," or individually as "Party."

1. DEFINITIONS

1.1. "Action" means Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendants captioned *Barry Vincent Adams v. 376 5th LLC dba Huntress Steak & Whiskey Society, et al.* filed on March 26, 2024, and pending in the Superior Court of the State of California, County of San Diego, Case No. 37-2024-00014140-CU-OE-CTL.

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

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

1.4. "Aggrieved Employee" means all individuals who worked for RMD Group, LLC and/or 376 5th LLC as non-exempt employees in California at any time from March 26, 2023, through January 11, 2026.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. "Aggrieved Employees' Notice" shall mean the Notice of Settlement and Approval, a sample of which is attached hereto as Exhibit A. The Aggrieved Employees' Notice shall further contain (i) an Aggrieved Employee's first and last name, (ii) last known address, (iii) employee identification number, if applicable, (iv) the Aggrieved Employee's number of individual pay periods worked for one or more of Defendants, and (v) the amount of the Aggrieved Employee's Individual PAGA Payment.

1.8. "Court" means the Superior Court of California, County of San Diego.

1.9. "Defendants" mean named Defendants 376 5th LLC and RMD Group, LLC.

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1.10. "Defense Counsel" means Omer Rangoonwala of Gordon Rees Scully Mansukhani, LLP and Noah Woods of Littler Mendelson, P.C.

1.11. "Effective Date" means the date when both of the following have occurred: (a) the Court enters Judgment on its Order Granting Approval of the PAGA Settlement; and (b) the Judgment is final and no longer appealable. For purposes of this Agreement, "becomes final and is no longer appealable" shall mean the later of: (a) the day after the last date by which a notice of appeal, writ, or other appellate proceeding to the applicable Court of Appeal of the order and judgment approving this agreement may be timely filed and none is filed (i.e., 61 days from notice of entry of judgment); (b) if an appeal, writ, or other appellate proceeding is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the Order and Judgment, the day after the last date for filing a request for further review of the order and judgment approving this Agreement passes, and no further review is requested; or (c) if an appeal, writ, or other appellate proceeding is filed and the Order approving this Agreement is affirmed and further review of the Order is requested, the day after the review is finally resolved and the Order and Judgment approving this Agreement is affirmed. No funding of the Settlement shall occur until after the Effective Date has passed.

1.12. "Gross Settlement Amount" means Two Hundred and Twenty Thousand Dollars and Zero Cents ($220,000.00) which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees and Costs Award, and the Administration Expenses Payment.

1.13. "Individual PAGA Payment" means the Aggrieved Employees' pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.14. "Judgment" means the judgment entered by the Court based upon the Order Granting Approval of the PAGA Settlement.

1.15. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

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

1.17. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees and Costs Award, and the Administration Expenses Payment. The remainder (Net Settlement Amount) is to be paid to Aggrieved Employee as Individual PAGA Payments.

1.18. "PAGA Counsel" means Roman Shkodnik, Emma Geesaman, Enoch J. Kim, and Arianna N. Razi of D.Law, Inc.

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1.19. "PAGA Counsel Fees and Costs Award" means the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees in an amount up to 35% of the Gross Settlement Amount ($77,000.00) and incurred expenses to litigate and resolve the Action, as awarded by the Court and to be paid out of the Gross Settlement Amount.

1.20. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.21. "PAGA Period" means the period from March 26, 2023, through January 11, 2026.

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

1.23. "PAGA Notice" means Plaintiff's March 26, 2024 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.24. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to the LWDA in settlement of the PAGA claims.

1.25. "PAGA Representative" or "Plaintiff" means Barry Vincent Adams, the named Plaintiff in the Action seeking Court approval to serve as the PAGA Representative.

1.26. "Approval Order" means the proposed Order Granting Approval of the PAGA Settlement.

1.27. "Released PAGA Claims" means the claims being released by Plaintiff and the Aggrieved Employees as described in Paragraph 5.1 below.

1.28. "Released Parties" means: Defendants and all of their present and former parents, owners, subsidiaries, divisions, affiliated or related person or entities, and each of their respective officers, directors, employees, partners, shareholders, attorneys, agents, executors and assigns.

1.29. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

2.1. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice on March 26, 2024.

2.2. On March 26, 2024, Plaintiff commenced this Action by filing a class action complaint on behalf of all non-exempt hourly employees who worked for Defendants in California during the four years preceding the filing of the lawsuit alleging: (1) failure to pay minimum wages; (2) failure to pay wages and overtime under Labor Code § 510; (3) recovery of reporting time pay; (4) meal-period liability under Labor Code § 226.7; (5) rest-break liability under Labor Code § 226.7; (6) failure to pay vacation wages; (7) failure to comply with Labor Code §§ 245 *et seq*. and 246; (8) reimbursement of

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necessary expenditures under Labor Code § 2802; (9) violation of Labor Code § 226(a); (10) failure to keep required payroll records under Labor Code §§ 1174 and 1174.5; (11) failure to pay wages due, negotiable, and payable in cash on demand under Labor Code §§ 212 and 225.5; (12) penalties pursuant to Labor Code § 203; and (13) Violation of Business & Professions Code § 17200 *et seq*. On May 30, 2024, Plaintiff filed a First Amended Complaint alleging an additional cause of action for civil penalties under PAGA ("Operative Complaint"). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.

2.3. On September 17, 2024, Plaintiff filed his Request for Dismissal of Class Allegations Without Prejudice pursuant to an arbitration agreement with a class action waiver Plaintiff signed while employed with Defendants. On September 26, 2024, the Court ordered Plaintiff's class allegations dismissed without prejudice.

2.4. On December 12, 2025, the Parties participated in an all-day mediation presided over by Dan Turner, Esq. which led to this Agreement to settle the Action.

2.5. Prior to mediation, Plaintiff obtained, through informal discovery, time and payroll records for the Aggrieved Employees and relevant policy documents and communications regarding Defendants' wage-and-hour practices.

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

3. MONETARY TERMS

3.1. Gross Settlement Amount. Defendants promise to pay a total of Two Hundred and Twenty Thousand Dollars and Zero Cents ($220,000.00) and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1. To the Administrator: An Administration Expenses Payment not to exceed Five Thousand Three Hundred and Fifty Dollars and Zero Cents ($5,350.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than $5,350.00, the Administrator will retain the remainder in the Net Settlement Amount.

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3.2.2. PAGA Counsel Fees and Cost Award: 35% of the Gross Settlement Amount, which is currently estimated to be $77,000.00, to PAGA Counsel for attorneys' fees, and reimbursement of PAGA Counsel's actual costs incurred in the Action, which is currently estimated not to exceed $22,500.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file a motion for PAGA Counsel Fees and Cost Award as required by the Court. If the Court approves a PAGA Counsel Fees and Cost Award less than the amounts requested, the Administrator will allocate the remainder to the PAGA Penalties to be distributed to the LWDA and Aggrieved Employees.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties with 75% of allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.5. Defendants shall have no tax liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fees and Cost Award. The Administrator will pay the PAGA Counsel Fees and Cost Award using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees and Cost Award and holds Defendant harmless from any dispute or controversy regarding any division or sharing of any of these payments.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Aggrieved Employee Data: Not later than 14 days after the Court issues the Approval Order, Defendants will deliver the Aggrieved Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform

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under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.2. Funding of Gross Settlement Amount: Defendants shall fully fund the Gross Settlement Amount by transmitting the Gross Settlement Amount to the Administrator no later than 14 days after the Effective Date.

4.3. Payments from the Gross Settlement Amount: Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment.

4.3.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.3.3. For any Aggrieved Employees whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.3.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASE OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff, all Aggrieved Employees, the State of California and

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the LWDA release on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from, and are forever barred from pursuing such against Released Parties, all claims for civil penalties under PAGA that were alleged in the PAGA Notice and Operative Complaint, or reasonably could have been alleged based on the facts stated in the PAGA Notice and Operative Complaint including, without limitation, penalties predicated on the underlying alleged violations for (1) failure to pay minimum wages; (2) failure to pay wages and overtime wages; (3) recovery of reporting time pay; (4) failure to provide meal periods; (5) failure to provide rest breaks; (6) failure to pay vacation wages; (7) failure to provide sick pay; (8) failure to reimburse necessary business expenses; (9) failure to provide accurate wage statements; (10) failure to maintain adequate payroll records; (11) failure to pay wages due, negotiable, and payable in cash on demand under Labor Code §§ 212 and 225.5; (12) failure to timely pay wages during employment and at the time of termination; and any other claims predicated on alleged violations of Labor Code §§ 201-204, 210, 212, 218, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 227.3, 233, 245, 246, 248, 432, 510, 512, 516, 558, 558.1, 1174, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2699, 2802, the California Code of Regulations, Title 8, Section 11040, Subdivision 5 (A)-(B), the California Code of Regulations, Title 8 Section 1 1070 (14), and the IWC Wage Orders, that accrued at any time during the PAGA Period. The express purpose of this Agreement and the Judgment to be entered by the Court following approval of this settlement is to forever bar Plaintiff, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA (including all Aggrieved Employees) from asserting any of the Released PAGA Claims in any future litigation. It is the intent of the Parties that, to the greatest extent provided by law, including under the holding of *Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009), the ability of Plaintiff, the State of California or any Aggrieved Employee to bring a PAGA claim on behalf of the LWDA is completely and forever foreclosed. All Aggrieved Employees will be bound by the settlement of the PAGA claims being released herein, upon its approval by the Court, regardless of whether he or she negotiates (i.e. cashes or deposits) his or her settlement check.

6. **MOTION FOR APPROVAL OF SETTLEMENT**. Plaintiff will prepare and file a motion for approval of this Settlement.

6.1. Plaintiff's Responsibilities: Plaintiff and PAGA Counsel will prepare all documents necessary for obtaining approval of this Settlement under Labor Code section 2699(f)(2), including: (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from PAGA Counsel's firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)); and (iii) a fully executed copy of this Agreement (Labor Code section 2699, subd. (l)(2)).

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6.2. Contemporaneous with seeking Court approval, the settlement documents will be sent by PAGA Counsel to the LWDA for review so that it has the opportunity to object to all or part of the Settlement. However, Aggrieved Employees cannot opt-out of the Settlement.

6.3. Responsibilities of PAGA Counsel: PAGA Counsel shall be responsible for expeditiously finalizing and filing the motion after the full execution of this Agreement; obtaining a prompt hearing date for the motion; and for appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

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

7.2. Employer Identification Number: The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund: The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE. Defendants estimate that there were approximately 325 Aggrieved Employees who worked approximately 8,043 PAGA Pay Periods between March 26, 2023 and December 12, 2025. If the actual number of PAGA Pay Periods during the PAGA Period exceeds the above pay

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period estimate by more than 10% (i.e., if the total number of PAGA Pay Periods exceed 8,847 during the PAGA Period), Defendants will have the option to either: (1) end the PAGA Period on a date the number of PAGA Pay Periods does not exceed 8,847, or (2) elect to have the Gross Settlement Amount increase proportionately for each additional pay period over 10% more than 8,043 (e.g., if there is an 11% increase in the number of pay periods during the PAGA Period, Defendants would agree to increase the Gross Settlement Amount by 1%). If the second option is selected, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of Attorneys' Fees remains 35% of the Gross Settlement Amount after the upward adjustment required by this provision is implemented.

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

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

10. ADDITIONAL PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

10.13. Calendar Days: Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.14. Notice: All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, to the other Party's respective counsel of record.

To Plaintiff:

D.Law, Inc.
Roman Shkodnik
r.shkodnik@d.law
Emma Geesaman
e.geesaman@d.law
Enoch J. Kim
e.kim@d.law
Arianna N. Razi
a.razi@d.law
250 N Madison Ave., 2nd Floor
Pasadena, CA 91101
Telephone: (818) 962-6465
Fax: (818) 962-6469

To Defendants:

Littler Mendelson, P.C.
Noah J. Woods
nwoods@littler.com
501 W. Broadway, Suite 900
San Diego, CA 92101
Telephone: (619) 232-0441
Fax: (619) 232-4302

Gordon Rees Scully Mansukhani
Omer Rangoonwala
orangoonwala@grsm.com

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101 W. Broadway, Suite 2000
San Diego, CA 92101
Telephone: (619) 230-7488

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

10.16. Stay of Litigation: The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.

Dated: 10/21, 2026

Barry Vincent Adams

DocuSigned by:
17B98D1C1854483...

Dated: _____, 2026

RMD Group, LLC

_____

By: _____

Title: _____

Dated: _____, 2026

376 5th LLC

_____

By: _____

Title: _____

Approved as to form and content:

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Dated: October 23, 2026

D.LAW, INC.

Roman Shkodnik, Esq.
Emma Geesaman, Esq.
Enoch J. Kim, Esq.
Arianna N. Razi, Esq.
Attorneys for Plaintiff Barry Vincent Adams

Dated: _____, 2026

GORDON REESE SCULLY MANSUKHANI, LLP

Omer Rangoonwala
Attorneys for Defendant
RMD Group, LLC

Dated: _____, 2026

LITTLER MENDELSON, P.C.

Noah J. Woods
Attorneys for Defendant
376 5th LLC

EXHIBIT A

NOTICE OF PAGA SETTLEMENT AND APPROVAL

<<Mailing Date>>

[APEX LETTERHEAD]

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from San Diego County Superior Court Case No. 37-2024-00014140-CU-OE-CTL

Dear <<First Name>><<Last Name>>:

Enclosed, please find a check made payable to you. This is your payment from the settlement of the lawsuit titled *Barry Vincent Adams v. 376 5th LLC et al.* (the "Action").

The Action against 376 5th, LLC ("376 5th") and RMD Group, LLC ("RMD Group") (together, "Defendants") includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq*. ("PAGA"). The Action was brought by Plaintiff Barry Vincent Adams ("Plaintiff"), a former employee of Defendants, on behalf of the State of California and all individuals who worked for RMD Group and/or 376 5th as non-exempt employees in California at any time from March 26, 2023, through January 11, 2026 ("PAGA Period"). You have been identified as one of the employees on whose behalf the case was brought.

Plaintiff claimed that Defendants owed civil penalties under PAGA for alleged violations of the California Labor Code. The parties have reached a settlement of Plaintiff's PAGA claims, and on <<DATE>>, the Court approved the parties' PAGA settlement, including the amount of civil penalties to be paid under the settlement. A portion of the civil penalties goes to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining portion of the civil penalties goes to employees of Defendants who were allegedly affected by the alleged violations of the Labor Code. In agreeing to this settlement, Defendants do not admit that they are liable in any way to current or former employees for any violations of the California Labor Code or any penalties. The Court has not decided the merits of Plaintiff s claims.

The amount allocated to aggrieved employees is being distributed on a *pro rata* basis, based on the respective number of pay periods the aggrieved employees worked for Defendants during the PAGA Period. Based on Defendants' records **your Individual PAGA Payment is $_____**. This is based on Defendants' records showing that **you worked _____ PAGA Pay Periods** during the PAGA Period.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. If you do not cash your check within 180 days of issuance, the funds will be transmitted by the Administrator with the California State Controller to be deposited in the Unclaimed Property Fund in your name. If you are still employed by Defendants, your decision to cash the check will not affect your employment.

While you were not a party to the Action, you and the State of California have been bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. The release pertains to civil penalties under PAGA only. The release

includes all claims for civil penalties under PAGA that were alleged in the PAGA Notice and Operative Complaint, or reasonably could have been alleged based on the facts stated in the PAGA Notice and Operative Complaint including, without limitation, penalties predicated on the underlying alleged violations for (1) failure to pay minimum wages; (2) failure to pay wages and overtime wages; (3) recovery of reporting time pay; (4) failure to provide meal periods; (5) failure to provide rest breaks; (6) failure to pay vacation wages; (7) failure to provide sick pay; (8) failure to reimburse necessary business expenses; (9) failure to provide accurate wage statements; (10) failure to maintain adequate payroll records; (11) failure to pay wages due, negotiable, and payable in cash on demand under Labor Code §§ 212 and 225.5; (12) failure to timely pay wages during employment and at the time of termination; and any other claims predicated on alleged violations of Labor Code §§ 201-204, 210, 212, 218, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 227.3, 233, 245, 246, 248, 432, 510, 512, 516, 558, 558.1, 1174, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2699, 2802, the California Code of Regulations, Title 8, Section 11040, Subdivision 5 (A)-(B), the California Code of Regulations, Title 8 Section 1 1070 (14), and the IWC Wage Orders, that accrued at any time during the PAGA Period.

If you have any questions, you can contact Apex Class Action Administration, the Administrator, at _____-_____-_____