

Kane Moon (SBN 249834)
E-mail: *kmoon@moonlawgroup.com*
Lilit Ter-Astvatsatryan (SBN 320389)
E-mail: *lilit@moonlawgroup.com*
Nichelle Christopherson (SBN 349221)
E-mail: *nchristopherson@moonlawgroup.com*
MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, CA 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for BRAYDEN A. CARLON

Vanessa Franco Chavez (SBN 266724)
E-mail: *vchavez@kleinlaw.com*
Anna M. Burnbaum (SBN 349542)
E-mail: *aburnbaum@kleinlaw.com*
**KLEIN, DENATALE, GOLDNER,
COOPER, ROSENLIEB & KIMBALL, LLP**
10000 Stockdale Highway
Suite 200 Bakersfield, CA 93311
Telephone: 661-395-1000
Facsimile: 661-326-0418

Attorneys for Defendants
JHAJ & BRAR, III, and JHAJ & BRAR, IV

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

BRAYDEN A. CARLON, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

JHAJ & BRAR, II, a California corporation;
JHAJ & BRAR, III, a California corporation;
JHAJ & BRAR, IV, a California corporation;
JHAJ & BRAR INVESTMENT, INC., a
California corporation; JHAJ & JHAJ, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants

Case No.: BCV-24-101301

*[Assigned to the Honorable Thomas S. Clark in
Department 17]*

PAGA SETTLEMENT AGREEMENT

Action Filed: April 15, 2024
Trial Date: Not Set

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement” or “Settlement”) is made by and between plaintiff BRAYDEN A. CARLON (“Plaintiff”), individually and in his capacity as a representative of the State of California on behalf of other allegedly aggrieved employees, and defendant JHAJ & BRAR, III, and defendant JHAJ & BRAR, IV (together, “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Brayden A. Carlon v. Jhaj & Brar, II et al.*, Case No. BCV-24-101301, initiated on April 15, 2024, and pending in Superior Court of the State of California, County of Kern.
- 1.2. “Administrator” means ILYM GROUP, Inc., 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. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.5. “Court” means the Superior Court of California, County of Kern.
- 1.6. “Defendants” mean named Defendants Jhaj & Brar, III, and Jhaj & Brar, IV.
- 1.7. “Defense Counsel” means Klein, Denatale, Goldner, Cooper, Rosenlieb & Kimball, LLP.
- 1.8. “Effective Date” means the date by when both the following have occurred: (a) the Court enters a judgment on its order granting approval of the PAGA Settlement; and (b) that judgment is final. The judgment is final as of the latest of the following occurrences: (i) the expiration of the period for filing any appeal, writ, or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ, or other appellate proceeding have been filed; (ii) the dismissal of any appeal, writ, or other appellate

proceeding opposing the Settlement with no right to pursue further remedies or relief; or (iii) upon the expiration of any time to file a petition for rehearing and the expiration of any time to file any petition in the California Supreme Court or the Supreme Court of the United States following a final appellate opinion or order upholding the Court's final order with no right to pursue further remedies of relief. In the event there is a motion to set aside the judgment filed within 15 days after notice to the PAGA Group of the final judgment, or a motion to intervene filed within 60 days, the expiration period for filing an appeal, writ, or other appellate proceeding opposing the Settlement will be based on the later of the court's ruling or order on any such motion or entry of final order and judgment approving the PAGA Settlement. In this regard, Parties intend that the PAGA Settlement shall not become effective until the Court's order approving the Settlement is completely final and there is no further recourse by an appellant or objector who seeks to contest the Settlement.

1.9. "Gross Settlement Amount" means \$142,500.00 which is the total amount Defendants agree to pay under the Settlement, except as provided under Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff's Enhancement Payment, and the Administration Expenses Payment.

1.10. "Judgment" means the judgment entered by the Court based upon the Order granting Approval of the Settlement.

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

1.12. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).

1.13. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid as follows: 75% of the Net Settlement Amount to the LWDA

PAGA Payment and 25% of the Net Settlement Amount to the Individual PAGA Payments.

1.14. “Operative Complaint” means the First Amended Complaint filed in this Action on or about August 30, 2024.

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

1.16. “PAGA Counsel” means Moon Law Group, PC.

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

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

1.19. “PAGA Employee Data” means PAGA Employee identifying information in Defendants’ possession including the PAGA Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.20. “PAGA Group” means all individuals employed by Defendants in California in any hourly, non-exempt capacity at any time during the PAGA Period (“PAGA Employees”).

1.21. “PAGA Notice” means Plaintiff’s April 14, 2024 letter to Defendants and the LWDA providing notice pursuant to Labor Code § 2699.3(a).

1.22. “PAGA Pay Period” means any Pay Period during which a PAGA Employee worked for Defendants for at least one day during the PAGA Period.

1.23. “PAGA Period” means the period from April 14, 2023, through the Court’s approval of the settlement.

1.24. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the PAGA Employees as Individual PAGA Payments and the 75% to LWDA as the LWDA PAGA Payment in settlement of PAGA claims.

- 1.25. “Plaintiff” means Brayden A. Carlon, the named plaintiff in the Action.
- 1.26. “Released PAGA Claims” means the claims being released as described in Paragraph 5 below.
- 1.27. “Released Parties” means Jhaj & Brar, III and Jhaj & Brar, IV, and their former, present, and future owners, parents, sister, related or affiliated companies, and subsidiaries, officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, successors, divisions, members, predecessors, administrators, agents, employees, stakeholders, assigns, accountants, insurers, legal representatives, and any individual or entity which could be liable for any of the Released Claims.
- 1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. **RECITALS.**

- 2.1. On April 15, 2024, Plaintiff Brayden A. Carlon filed a class action complaint against Defendants, which, as amended on August 30, 2024, alleges violations of California wage and hour law including civil penalties under PAGA. Because of the existence of an arbitration agreement, on August 30, 2024, the Court granted the Parties’ stipulation dismissing Plaintiff’s class action claims and staying the representative PAGA claims. On July 26, 2024, the Court also granted Plaintiff’s request to dismiss Defendants Jhaj & Brar, II, Jhaj & Brar Investment, Inc., and Jhaj & Jhaj, Inc. from this Action, determining that they were not Plaintiff’s true employers.
- 2.2. On April 14, 2025, the Parties participated in a private mediation and reached an agreement in principle. Prior to mediation, Plaintiff obtained, through informal discovery, employee and payroll data, policy documents, and additional information regarding Defendants’ non-exempt, hourly employees in California who were employed by Defendants during the PAGA Period, which PAGA Counsel reviewed and analyzed.
- 2.3. 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.

1 **3. MONETARY TERMS.**

2 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
3 Defendants promise to pay \$142,500.00 and no more as the Gross Settlement Amount.
4 Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline
5 stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross
6 Settlement Amount without asking or requiring PAGA Employees to submit any claim as
7 a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

8 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the
9 following payments from the Gross Settlement Amount, in the amounts specified by the
10 Court in the Final Approval:

11 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of
12 the Gross Settlement Amount, which is currently estimated to be \$47,500.00 and a
13 PAGA Counsel Litigation Expenses Payment of not more than \$18,000.00.
14 Defendants will not oppose requests for these payments provided that they do not
15 exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or
16 motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses
17 Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA
18 Counsel Litigation Expenses Payment less than the amounts requested, the
19 Administrator will allocate the remainder to the Net Settlement Amount. Released
20 Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel
21 arising from any claim to any portion of any PAGA Counsel Fee Payment and/or
22 PAGA Counsel Litigation Expenses Payment. The Administrator will pay the
23 PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using IRS
24 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes
25 owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation
26 Expenses Payment and holds Defendants harmless, and indemnifies Defendants,
27 from any dispute or controversy regarding any division or sharing of any of these
28 Payments.

3.2.2. To the Administrator: An Administration Expenses Payment not to exceed \$10,000.00 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 \$10,000.00 the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and PAGA Employees: After deducting PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment from the Gross Settlement Amount, the remaining amount will be the Net Settlement Amount. The Net Settlement Amount is comprised of the LWDA PAGA Payment and Individual PAGA Payments. The Net Settlement Amount shall be allocated 75% to the LWDA PAGA Payment. The remaining 25% of the Net Settlement Amount will be allocated to the Individual PAGA Payments that will be paid to the PAGA Employees on a *pro rata* basis as noted below.

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

3.2.3.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. PAGA Employee Pay Periods. Based on a review of its records, Defendants estimate that there are 77 PAGA Employees, who collectively worked approximately 2,000 pay periods during the period from the beginning of the PAGA Period through February 4, 2025.

4.2. PAGA Employee Data. Within seven (7) days after the Approval Order is signed,

Defendants will deliver the PAGA Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Employees' privacy rights, the Administrator must maintain the PAGA Employee Data in confidence, use the PAGA Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Employee Data to Administrator employees who need access to the PAGA Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the PAGA Employee Data omitted employee identifying information and to provide corrected or updated PAGA Employee Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the PAGA Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted PAGA Employee Data.

4.3. Funding of Gross Settlement Amount. Within one (1) day after the Effective Date, the Administrator will provide Defendants with wire transfer information. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds (by check or wire transfer) to the Administrator no later than fifteen (15) days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within ten (10) 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, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Additionally, the Administrator will send PAGA Employees a Notice of PAGA Action Settlement (attached hereto as **Exhibit A**) along with their respective Individual PAGA Payment.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the PAGA 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.

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

4.4.3. For any PAGA Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, within ten (10) calendar days of the check void date, the Administrator shall transmit the funds represented by such checks to the Court Appointed Special Advocates of Kern County, in accordance with Code of Civil Procedure § 384(b) ("Cy Pres Recipient"). The Parties, PAGA Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

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

5. RELEASES OF CLAIMS.

Effective on the date when Defendants fully fund the entire Gross Settlement Amount, PAGA Employees (including Plaintiff) will release claims against all Released Parties as follows:

5.1 Release by PAGA Employees: Upon Court approval of the Settlement, payment by Defendants of all funds due, and the entry of Approval of the PAGA Settlement, Plaintiff, the State of

1 California and its LWDA, and each member of the PAGA Group, on behalf of themselves and their
2 former and present representatives, agents, attorneys, attorneys, heirs, administrators, successors, and
3 assigns, will fully and finally release and discharge the Released Parties from any and all claims,
4 rights, demands, liabilities and causes of action that arose during the PAGA Period for civil penalties
5 under the Labor Code, based on acts or omissions alleged or that could have been alleged in the
6 Action based on the facts therein, including the facts, legal theories and allegations in the Operative
7 Complaint in the Action and Plaintiff's PAGA Notice for civil penalties, and any related attorneys'
8 fees, costs, or interest ("Released Claims"). The Released Claims include, but are not limited to
9 PAGA claims for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to
10 provide meal periods; (4) failure to permit rest breaks; (5) failure to indemnify business expenses; (6)
11 failure to pay wages upon termination; and (7) failure to provide accurate wage statements.

12 **6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.**

13 Plaintiff will prepare and file an application or motion for approval of this Settlement.

14 6.1. Responsibilities of All Counsel. PAGA Counsel is responsible for expeditiously finalizing
15 and filing the application or motion for approval of this Settlement including a declaration
16 from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary
17 PAGA documents, including the initial PAGA Notice, Operative Complaint, and this
18 Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing
19 in Court to advocate in favor of the motion. Defense Counsel agrees to not oppose PAGA
20 Counsel's motion so long as Defense Counsel has at least two (2) calendar days to review
21 it before filing and it is consistent with this Settlement. PAGA Counsel is responsible for
22 delivering the Court's Approval Order to the Administrator.

23 6.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or
24 motion for approval of this Settlement and/or the supporting declarations and documents,
25 PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the
26 Parties by meeting in person or by telephone, and in good faith, to resolve the
27 disagreement. If the Court does not grant the motion for approval of this Settlement or
28 conditions its approval on any material change to this Agreement, PAGA Counsel and

Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to determine whether they mutually agree to modify the Agreement to address the Court's concerns. No material modification shall be made unless agreed to in writing by all Parties.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. 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 providing reports to state and federal tax authorities.

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

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

8. PAGA GROUP ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendants estimate that there are no more than 2,000 pay periods worked by members of the PAGA Group in California from the beginning of the PAGA Period through April 14, 2025. In the event the PAGA Pay Periods are more than 10% greater than this amount, Defendants may elect to: a) purchase the pay periods in excess of the 10% threshold pro rata (i.e., pay an additional \$64.77 for each pay period over 2,200 during the PAGA Period), or b) cut off the PAGA Period as of the date the 10% cushion is exhausted. Defendants shall notify PAGA Counsel of their election prior to the hearing on Plaintiff's motion for settlement approval. Aside from the terms set forth in this paragraph, under no circumstances will Defendants be required to pay any additional monies in order to receive the release of

claims as set forth herein.

9. CONTINUING JURISDICTION AND WAIVER OF RIGHT TO APPEAL.

9.1. 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.

9.2. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, 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 or the scope, validity, or enforceability of the release of claims set forth in this Agreement.

10. ADDITIONAL PROVISIONS.

10.1. No Admission of Liability or Representative Manageability 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 approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement,

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

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

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

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

20 10.5. Defendants' Option to Revoke. If the settlement, or any terms therein, is modified,
21 vacated, altered, or becomes otherwise subject to challenge by law, including, but not
22 limited to, any law that became effective after the execution of this Agreement, so that this
23 Agreement is not approved by the Court in its entirety and the intent of the Parties cannot
24 be accomplished after jointly taken efforts to enforce it have been exhausted, Defendants
25 shall have the option to revoke this Agreement at its sole discretion.

26 10.6. Discovery of Documents and Information. Plaintiff and PAGA Counsel agree that they
27 will destroy all documents and information provided to them by Defendants during this
28 Lawsuit within sixty (60) calendar days after the completion of the administration of the

Settlement. PAGA Counsel agree that none of the documents and information provided to them by Defendants shall be used for any purpose other than Settlement of the Lawsuit.

10.7. Nullification of Agreement. If the Court fails to grant approval, the Parties shall be returned to their original positions as though this Agreement had never been entered into at all, with the exception that if any settlement administration costs are due and payable, the Parties agree to split those costs.

10.8. 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 any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.9. 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.

10.10. 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.

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

10.12. 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.

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

10.14. 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. PAGA Counsel agrees that, even after Court

1 approval, it shall not publicize the Settlement in any manner that identifies Defendants,
2 including their legal names or any “doing business as” names, for marketing, business
3 development, or any other purpose. This includes, without limitation, listing the Settlement
4 on any website, posting about it on social media, or referencing it in declarations, filings, or
5 other materials submitted in unrelated cases to support settlement approval.

6 10.15. Use and Return of PAGA Employee Data. Information provided to PAGA Counsel
7 pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data
8 provided to PAGA Counsel by Defendants in connection with the mediation, other
9 settlement negotiations, or in connection with the Settlement, may be used only with
10 respect to this Settlement, and no other purpose, and may not be used in any way that
11 violates any existing contractual agreement, statute, or rule of court. The Administrator
12 shall not share PAGA Employee Data with PAGA Counsel unless identifying information
13 is anonymized, meaning it excludes names, Social Security numbers, contact information,
14 employee ID numbers, addresses, or any other information that could reasonably be used
15 to identify an individual. In the event PAGA Counsel receives non-anonymized PAGA
16 Employee Data, whether inadvertently or otherwise, PAGA Counsel shall promptly notify
17 Defense Counsel and the Administrator of the disclosure, must delete it immediately and
18 permanently, and shall not use any PAGA Employee Data for any purpose whatsoever.

19 10.16. Headings. The descriptive heading of any section or paragraph of this Agreement is
20 inserted for convenience of reference only and does not constitute a part of this
21 Agreement.

22 10.17. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be
23 to calendar days. In the event any date or deadline set forth in this Agreement falls on a
24 weekend or federal legal holiday, such date or deadline shall be on the first business day
25 thereafter.

26 10.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts
27 by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement
28 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.

10.19. Attorneys' Fees and Costs. Except as otherwise specifically provided for herein, each Party shall bear his or its own attorneys' fees, costs, and expenses, taxable or otherwise, incurred by them or arising out of the Action and shall not seek reimbursement thereof from any other Party in this Agreement.

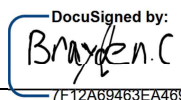
10.20. Enforcement Actions. Except as otherwise provided in this PAGA Settlement Agreement, in the event that one or more of the Parties to this PAGA Settlement Agreement institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this PAGA Settlement Agreement or to declare rights and/or obligations under this PAGA Settlement Agreement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs incurred in connection with any enforcement actions.

10.21. Binding Settlement. This PAGA Settlement Agreement is intended to and shall be fully binding, enforceable, and subject to disclosure, including Evidence Code section 1123 and Code of Civil Procedure section 664.6.

10.22. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure § 583.330 to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

Plaintiff:

Dated: 7/2/2025

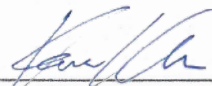
By: 
Brayden A. Carlon

Plaintiff's Counsel:

Dated: 07/03/2025

MOON LAW GROUP, PC

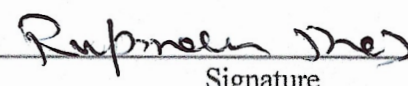
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

By: 
Kane Moon
Lilit Ter-Astvatsatryan
Nichelle Christopherson
Attorneys for Plaintiff

Defendant:

Dated: June 17, 2025

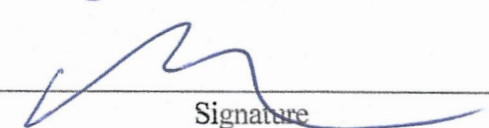
JHAJ & BRAR, III

By: Rupinder Jha
Print Name

Signature
President
Title

Defendant:

Dated: June 17, 2025

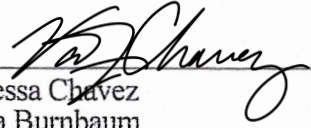
JHAJ & BRAR, IV

By: Raji Brar
Print Name

Signature
Secretary
Title

Defendants' Counsel:

Dated: June 17, 2025

**KLEIN, DENATALE, GOLDNER, COOPER,
ROSENLIEB & KIMBALL, LLP**

By: 
Vanessa Chavez
Anna Burnbaum
Attorneys for Defendants