PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff DORIAN JEFFCOAT ("Plaintiff Jeffcoat") and plaintiff JORGE NICOLAS RODRIGUEZ ("Plaintiff Rodriguez," collectively "Plaintiffs"), on the one hand, and defendant SIDECAR DOUGHNUTS LLC d/b/a SIDECAR DOUGHNUTS & COFFEE, a California limited liability company ("Defendant"), on the other hand. The Agreement refers to Plaintiffs and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Actions" means the Jeffcoat Action and the Rodriguez Action.

1.1.1 "Jeffcoat Action" means Plaintiff Jeffcoat's PAGA lawsuit alleging wage and hour violations against Defendant captioned *Dorian Jeffcoat v. Sidecar Doughnuts LLC*, Case No. 24CU005608C initiated on August 12, 2024, and pending in Superior Court of the State of California, County of San Diego.

1.1.2 "Rodriguez Action" means Plaintiff Rodriguez's PAGA lawsuit alleging wage and hour violations against Defendant captioned *Jorge Nicolas Rodriguez v. Sidecar Doughnuts LLC d/b/a Sidecar Doughnuts & Coffee*, Case No. 24STCV12379 initiated on May 15, 2024, and pending in Superior Court of the State of California, County of Los Angeles.

1.2 "Administrator" means Simpluris, 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 this Settlement.

1.4 "Aggrieved Employee" means all current and former non-exempt hourly employees employed by Defendant within the State of California who worked for Defendant during the PAGA Period.

1.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's 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) the 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 the Defendant, 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 “Defendant” means named Defendant SIDECAR DOUGHNUTS LLC d/b/a SIDECAR DOUGHNUTS & COFFEE, a California limited liability company.

1.10 “Defense Counsel” means and refers to Ervin Cohen & Jessup LLP.

1.11 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment; (b) the day the Rodriguez Action is dismissed.

1.12 “Gross Settlement Amount” means $280,000.00, which is the total amount Defendant agrees to pay under the Settlement except as provided in 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, and the Administration Expenses Payment.

1.13 “Individual PAGA Payment” means the Aggrieved Employee’s 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 Final Approval.

1.15 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i), to 75% of the PAGA Penalties.

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: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be distributed to the LWDA and Aggrieved Employees.

1.18 "PAGA Counsel" means Crosner Legal, PC and D.Law, Inc., the attorneys representing the Plaintiffs in the Jeffcoat Action and Rodriguez Action, respectively.

1.19 "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 Actions.

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

1.21 "PAGA Period" means the period from April 12, 2023 through the date determined by the earlier of either (1) June 24, 2025, or (2) court approval of this settlement of the Actions.

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

1.23 "PAGA Notices" means Plaintiff Jeffcoat's April 12, 2024 letter to Defendant and the LWDA and Plaintiff Rodriguez's May 15, 2024 letter to Defendant 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 ($40,382.42) and the 75% to LWDA ($121,147.25) in settlement of PAGA claims.

1.25 "Plaintiffs" means Plaintiff Jeffcoat and Plaintiff Rodriguez.

1.25.1 "Plaintiff Jeffcoat" means Plaintiff DORIAN JEFFCOAT, the named plaintiff in the Jeffcoat Action.

1.25.2 "Plaintiff Rodriguez" means Plaintiff JORGE NICOLAS RODRIGUEZ, the named plaintiff in the Rodriguez Action.

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

1.27 "Released PAGA Claims" means the claims being released by the Plaintiffs and PAGA Counsel and as described in Paragraph 5 below.

1.28 "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, members, employees, agents, trustees, principals, managers, representatives, attorneys, insurers, predecessors, successors, assigns, accountants, parent companies, subsidiaries, and affiliates.

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

2. RECITALS.

2.1 On April 12, 2024, Plaintiff Jeffcoat, on behalf of himself and similarly aggrieved current and former non-exempt hourly employees, commenced the Jeffcoat Action by filing a Complaint for Violation of the Private Attorneys General Act, Cal. Labor Code §§ 2698 *et seq*. alleging a single cause of action against Defendant, alleging PAGA penalties for violations of the California Labor Code committed against himself and the other Aggrieved Employees for failure to pay minimum wages, failure to pay timely wages during employment, failure to pay wages and overtime wages, failure to properly pay unused vacation pay, failure to properly pay accrued sick days, failure to provide required meal periods, failure to provide required rest periods, failure to furnish accurate itemized wage statements, failure to maintain required records, failure to pay all wages due to discharged and quitting employees, failure to pay reporting time pay, failure to reimburse necessary business expenses, failure to provide suitable resting facilities, failure to pay predictability pay, unlawful wage deductions, failure to pay final wages at the place of discharge, unlawful inquiries into criminal history, unlawful agreements, unlawful conditions of labor, civil penalties, and premium wages, and engaging in other conduct that resulted in violations of the California Labor Code, including but not limited to violations of California Labor Code sections 201, 202, 203, 204, 208, 210, 216, 218.5, 221, 222, 223, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 233, 234, 245, 246, 247, 247.5, 248, 248.5, 248.6, 256, 351, 353, 432, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2698, 2699, 2699.3, 2802, and 2810.5, as well as violations of the applicable IWC Wage Order (the "Jeffcoat Operative Complaint").

2.2 On May 15, 2024, Plaintiff Rodriguez commenced the Rodriguez Action by filing a Class Action Complaint alleging causes of action against Defendant for: (1) Failure to Pay Minimum Wage; (2) Failure to Pay Wages & Overtime; (3) Failure to Pay Vacation Wages; (4) Failure to Comply with Sick Pay Requirements; (5) Meal Period Violations; (6) Rest Break Violations; (7) Failure to Provide Accurate Wage Statements; (8) Failure to Maintain Records; (9) Failure to Pay Wages on Discharge; (10) Failure to Pay Reporting Time Wages; (11) Failure to Reimburse Necessary Business Expenses; and (12) Unfair Business Practices.

2.3 On August 21, 2024, Plaintiff Rodriguez filed a First Amended Complaint to include a representative PAGA claim seeking penalties under California Labor Code §§ 2698, *et seq.* for violations of the California Labor Code, on behalf of himself and similarly aggrieved current and former non-exempt hourly employees, for failure to pay minimum wages, failure to pay timely wages during employment, failure to pay wages and overtime wages, failure to properly pay unused vacation pay, failure to properly pay accrued sick days, failure to provide required meal periods, failure to provide required rest periods, failure to furnish accurate itemized wage statements, failure to maintain required records, failure to pay all wages due to discharged and quitting employees, failure to pay reporting time pay, failure to reimburse necessary business expenses, failure to provide suitable resting facilities, failure to pay liquidated damages, civil penalties, and premium wages, and engaging in other conduct that resulted in violations of the California Labor Code, including but not limited to violations of California Labor Code sections 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 227.3, 245 *et seq*., 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2699 *et seq*., and 2802, as well as violations of the applicable IWC Wage Order (the "First Amended Complaint"). The First Amended Complaint is the operative complaint in the Rodriguez Action (the "Rodriguez Operative Complaint," together with the Jeffcoat Operative Complaint the "Operative Complaints").

2.4 On September 6, 2024, Plaintiff Rodriguez's class action claims were dismissed upon Plaintiff Rodriguez's request pursuant to a valid binding arbitration agreement containing a class action waiver that Plaintiff Rodriguez signed during the course of his employment with Defendant.

2.5 Defendant denies the allegations in the Operative Complaints, denies any failure to comply with the laws identified in the Operative Complaints and denies any and all liability for the causes of action alleged.

2.6 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notices.

2.7 On April 25, 2025, the Parties participated in an all-day mediation presided over by Gail A. Glick, Esq. which led to this Agreement to settle the Actions.

2.8 Pursuant to the Parties' Agreement to settle the Actions, the Parties agreed that the Operative Complaint in the Jeffcoat Action will be amended to include all of the PAGA violations alleged in Rodriguez Action and, at approval of the PAGA settlement, the Rodriguez Action will be dismissed.

2.9 Prior to mediation, Plaintiffs obtained, through informal discovery, information and documentation concerning the claims set forth in the Actions, such as documentation regarding Plaintiffs' employment and a representative, random sampling of data related to putative Aggrieved Employees including but not limited to the number of putative Aggrieved Employees and the total pay periods worked by the Aggrieved Employees during the PAGA Period.

2.10 The Parties, PAGA Counsel and Defense Counsel represent that, other than the Jeffcoat Action and the Rodriguez Action, 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 <u>Gross Settlement Amount</u>. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay $280,000 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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 Final Approval:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be $93,333.33 and PAGA Counsel Litigation Expenses Payment of not more than $20,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed $5,137.00 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 $5,137.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 To Plaintiffs: For services as the PAGA representative, and in exchange for general releases of all claims Plaintiffs have against Defendant with a waiver of Civil Code section 1542, which releases claims beyond those being released by other Aggrieved Employees under this Agreement, Plaintiffs will each receive $10,000.00 (the "Individual Settlement Amount") from Defendant under separate, individual settlement agreements that the Parties are entering into concurrently with this Agreement. The payment of the Individual Settlement Amount is in addition to the Gross Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $161,529.67 to be paid from the Gross Settlement Amount, with 75% ($121,147.25) allocated to the LWDA PAGA Payment and 25% ($40,382.42) allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($40,382.42) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Each Individual PAGA Payment shall be treated as non-wage income and the Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates that, during the period April 12, 2023, through February 15, 2025, there are 594 Aggrieved Employees who worked a total of approximately 10,000 PAGA Pay Periods.

4.2 Aggrieved Employee Data. Within ten (10) business days of the Effective Date, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' 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 under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved 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 Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Within ten (10) business days after the Effective Date, the Administrator shall send Defense Counsel electronic wiring instructions to fund the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than twenty (20) business days after the Effective Date

4.4 Payments from the Gross Settlement Amount. Within ten (10) business days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 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 Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned 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 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.

4.4.3 For any Aggrieved Employee 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.

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

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, beneficiaries, devisees, legatees, executors, attorneys (including PAGA Counsel), heirs, trustees, conservators, guardians, administrators, successors, and assigns generally, release and discharge Released

Parties from all claims, transactions, or occurrences, including, but not limited to all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaints and the PAGA Notices or ascertained during the Actions, that accrued at any time during the PAGA Period. ("Plaintiffs' Release.") Plaintiffs' Release under this Agreement does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaints and the PAGA Notices and ascertained in the course of the Actions including, but not limited to, all statutes/ordinances referenced in the Operative Complaints and the PAGA Notices and corresponding provisions of the California Industrial Welfare Commission Wage Orders and the California Code of Regulations, including but not limited to (1) the California Code of Regulations, Title 8, §11050, (2) Labor Code Sections 201, 202, 203, 204, 208, 210, 216, 218.5, 221, 222, 223, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 233, 234, 245, 246, 247, 247.5, 248, 248.5, 248.6, 256, 351, 353, 432, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698, 2699, 2699.3, 2802, and 2810.5, as related to the above claims, including claims for failure to pay minimum wages, failure to pay timely wages during employment, failure to pay wages and overtime wages, failure to properly pay unused vacation pay, failure to properly pay accrued sick days, failure to provide required meal periods, failure to provide required rest periods, failure to furnish accurate itemized wage statements, failure to maintain required records, failure to pay all wages due to discharged and quitting employees, failure to pay reporting time pay, failure to reimburse necessary business expenses, failure to provide suitable resting facilities, failure to pay predictability pay, unlawful deductions, failure to pay final wages at the place of discharge, unlawful inquiries into criminal history, unlawful agreements, unlawful conditions of labor, failure to pay liquidated damages, civil penalties, and premium wages.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for

PAGA Fees incurred in connection with the Operative Complaints and the PAGA Period facts stated in the Operative Complaints and the PAGA Notices.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement, advocating the PAGA Settlement is fair, adequate, and reasonable, and Defendant shall not oppose such a motion provided PAGA Counsel sends a draft of the motion for approval to Defense Counsel allowing sufficient time for review and comment; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel 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 Complaints (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiffs and PAGA Counsel shall aver that, other than the Jeffcoat Action and the Rodriguez Action, they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than thirty (30) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or 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 the motion for approval of this Settlement or 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 modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Simpluris, Inc. to serve as the Administrator and verified that, as a condition of appointment, Simpluris, 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 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 Based on its records, Defendant estimates that, that, during the period April 12, 2023, through February 15, 2025, there are 594 Aggrieved Employees who worked a total of approximately 10,000 PAGA Pay Periods during the PAGA Period. If the actual number of Pay Periods in the period April 12, 2023 through February 15, 2025 increases by more than ten percent (10%), the Gross Settlement Amount will increase proportionally by the percentage increase over ten percent (10%). For example, if the number of Pay Periods increases by eleven percent (11%) (i.e., 11,000), then the Gross Settlement Amount will increase by one percent (1%).

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Jeffcoat 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 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.

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 Defendant that any of the allegations in the Operative Complaints have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Actions 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, Defendant reserves all available defenses to the claims in the Actions, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions 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). This Agreement is a settlement document and shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the Settlement, and/or interpret or enforce this Settlement Agreement.

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 Plaintiffs and Defendant, 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 Plaintiffs, PAGA Counsel, Defendant 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 Enforcement Actions: This Agreement is binding and enforceable under California Code of Civil Procedure section 664.6. Except as otherwise provided in this Agreement, in the event that one or more of the Parties to this Agreement institutes any action or proceeding in this case under California Code of Civil Procedure section 664.6 or other proceeding against any other Party or Parties to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs incurred in connection with any enforcement actions.

10.10 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.

10.11 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.

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

10.13 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.14 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.

10.15 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.

10.16 Waiver. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

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

To Plaintiff Jeffcoat:	Chad Saunders, Esq. Brandon Brouillette, Esq. Crosner Legal, PC 9440 Santa Monica Blvd., Suite 301 Beverly Hills, CA 90210
To Plaintiff Rodriguez:	Emil Davtyan David Yeremian Roman Shkodnik Emma Geesaman D.Law, Inc. 450 N Brand Blvd., Suite 840 Glendale, CA 91203
To Defendant:	Kelly Scott, Esq. Catherine Veeneman, Esq. Tanner Hosfield, Esq. Ervin Cohen & Jessup LLP 9401 Wilshire Boulevard, 12th Floor Beverly Hills, CA 90212

10.18 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.

10.19 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 CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: 06 / 16 / 2025

By:______________________
Plaintiff DORIAN JEFFCOAT

Dated: 6/16/2025

By: Signed by: 22CDF741F1A74BC...
Plaintiff JORGE NICOLAS RODRIGUEZ

Dated:__________________

By:______________________
Defendant SIDECAR DOUGHNUTS LLC d/b/a SIDECAR DOUGHNUTS & COFFEE

Dated: 6/16/2025

By:______________________
Counsel for Plaintiff DORIAN JEFFCOAT

Dated: 06/16/2025

By:______________________
Counsel for Plaintiff JORGE NICOLAS RODRIGUEZ

Dated:__________________

By:______________________
Counsel for Defendant SIDECAR DOUGHNUTS LLC d/b/a SIDECAR DOUGHNUTS & COFFEE